

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Faxsimile: (212) 446-4900

joshua.sussberg@kirkland.com

emily.geier@kirkland.com

derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER**
**(I) AUTHORIZING THE EMPLOYMENT AND
RETENTION OF A&G REALTY PARTNERS, LLC
AS REAL ESTATE CONSULTANT AND ADVISOR
TO THE DEBTORS AND DEBTORS IN POSSESSION**
**EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF A&G'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

TO: THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this application (the "Application"):

Relief Requested²

1. The Debtors seek entry of an order, substantially in the form attached hereto as Exhibit A (the "Order"):

(a) authorizing, but not directing, the Debtors to employ and retain A&G Realty Partners, LLC ("A&G") so that it may perform services as real estate consultant and advisor ("Real Estate Advisor") in accordance with that certain real estate services agreement executed in August 2022 by and between Debtor Bed Bath & Beyond Inc. and A&G, a copy of which is attached hereto as Exhibit 1 to Exhibit A (the "Real Estate Services Agreement");

(b) approving the terms of A&G's employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Real Estate Services Agreement and that certain amendment thereto dated as of January 27, 2023 between A&G and Debtor Bed Bath & Beyond Inc., a copy of which is attached hereto as Exhibit 2 to

² Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the *Declaration of Holly Etlin, Chief Restructuring Officer of Bed Bath & Beyond Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration") [Docket No. 10]. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors' Chapter 11 Cases is set forth in greater detail in the First Day Declaration and is incorporated by reference herein.

Exhibit A (the “Real Estate Services Agreement Amendment”); (c) approving the terms of that certain real estate services agreement executed on May 11, 2023 between and among Debtor Bed Bath & Beyond, Inc., A&G, and Jones Lang LaSalle Americas, Inc. (“JLL”), a copy of which is attached hereto as **Exhibit 3** to **Exhibit A** (the “Co-Broker Real Estate Services Agreement,” and together with the Real Estate Services Agreement and the Real Estate Services Agreement Amendment, the “A&G Agreement”); (d) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (e) granting related relief.

2. In support of this Application, the Debtors submit and incorporate by reference the *Declaration of Emilio Amendola in Support of Debtors’ Application for Entry of an Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G’s Employment, and (III) Granting Related Relief* (the “Amendola Declaration”).

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

6. The Debtors are the largest home goods retailer in the United States, offering everything from bed linens to cookware to home organization, baby care, and more. In addition to their e-commerce website, the Debtors offer merchandise through their Bed Bath & Beyond stores and their buybuy BABY stores with locations across North America. Headquartered in Union, New Jersey, Bed Bath & Beyond, Inc. is a publicly traded company that currently employs approximately 14,000 non-seasonal employees.

7. The Debtors commenced these chapter 11 cases (these “Chapter 11 Cases”) to implement a timely and efficient process to maximize the value of the Debtors’ estates for the benefit of all stakeholders. Through these cases, the Debtors will immediately commence an orderly and value-maximizing wind down of their business, while marketing a sale of all or part of their business on a timeline consented to by their prepetition and DIP lenders.

8. On April 23, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On April 24, 2023, the Court entered an order authorizing the procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 75]. On May 5, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section

1102 of the Bankruptcy Code (the “Committee”) [Docket No. 218]. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

A&G’s Qualifications

9. In consideration of the various issues that will arise with landlords during these Chapter 11 Cases, the Debtors determined that the services of experienced real estate consultants will substantially enhance their attempts to maximize the value of their estates. The Debtors have chosen A&G because A&G is well suited to provide the real estate services that the Debtors require. The principals of A&G have over fifty years of commercial real estate experience and have extensive knowledge and expertise in the retail industry. A&G is a well-known, reputable and diversified real estate consulting and advisory firm with offices located in New York and Illinois. A&G’s professionals have extensive experience in providing services regarding the review, analysis, restructuring, disposition, and negotiation of real property and lease agreements, inside and outside of bankruptcy.

10. Additionally, A&G has significant experience in the disposition and renegotiation of leases and properties in both in- and out-of-court bankruptcy proceedings. Indeed, A&G’s professionals have assisted, advised, or been retained as real estate consultants in a variety of bankruptcy cases involving issues relating to the review, analysis, renegotiation, and disposition of key real property and lease agreements, including the following: *In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020); *In re Modell’s Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020); *In re General Wireless Operations*, No. 17-10506 (BLS) (Bankr. D. Del. Apr. 6, 2017); *In re Event Rentals, Inc.*, No. 14-10282 (PJW) (Bankr. D. Del. Apr. 15, 2014); *In re Orchard Supply Hardware Stores Corp.*, No. 13-11565

(CSS) (Bankr. D. Del. July 11, 2013); *In re Bakers Footwear Group, Inc.*, No. 12-49658-705 (Bankr. E.D. Mo. Feb. 5, 2013); *In re Blockbuster, Inc.*, No. 10-14997 (BRL) (Bankr. S.D.N.Y. Nov. 23, 2010); *In re Circuit City Stores, Inc.*, No. 08-35653 (KRH) (Bankr. E.D. Va. Jan. 9, 2009); *In re Linens Holding Co.*, No. 08-10832 (CSS) (Bankr. D. Del. July 25, 2008).

11. Moreover, A&G has worked with the Debtors prior to this filing and has gained extensive knowledge regarding the Debtors and their leases as a result. Therefore, the Debtors believe that A&G is well qualified to perform all services contemplated by the A&G Agreement, and to represent the Debtors' interests in these Chapter 11 Cases in a cost effective, efficient, and timely manner.

Services to Be Provided

12. Subject to the Court's approval, and as set forth more fully in the A&G Agreement, A&G has and will provide the following services, as requested by the Debtors (collectively, the "Services"):³

- assist the Debtors with real estate strategies;
- consult with the Debtors to discuss the Debtors' goals, objectives, and financial parameters in relation to the sale of the Debtors' Leases and Property;
- provide ongoing advice and guidance related to individual financial and non-financial lease restructuring opportunities;
- negotiate with the Debtors' Landlords on behalf of the Debtors to obtain Lease Modifications;
- negotiate with the Landlords and other third parties on behalf of the Debtors to obtain Lease Terminations acceptable to the Debtors;

³ The summary provided herein is for illustrative purposes only and is subject to the A&G Agreement in all respects. In the event of any inconsistency between the Services as set forth herein and the A&G Agreement, the A&G Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the Real Estate Services Agreement.

- negotiate with Landlords on behalf of the Debtors to obtain Early Termination Rights;
- negotiate with prospective tenants and other third parties on behalf of the Debtors to obtain Subleases;
- prepare and implement a marketing plan to sell the Leases and Property in a manner and form as determined by A&G and agreed to by the Debtors in writing and assist in the disposition of the Leases and Property;
- conduct a sale process for the Leases and the Property;
- represent the Debtors in, and negotiate, the sale of the Leases and the Property;
- assist the Debtors and their counsel in the documentation of sale transactions involving the Leases and the Property;
- negotiate with Landlords to obtain consents to extend the Debtors' time to assume or reject a Lease; and
- provide weekly update reports to the Debtors regarding the status of the Services or more frequently as may be requested by the Debtors

13. The Services are necessary to enable the Debtors to maximize the value of their estates and are in the best interests of the Debtors, their estates, and their creditors. Therefore, the Debtors have requested that A&G perform the Services set forth in the A&G Agreement, subject to the Court's approval of this Application. A&G has stated its desire, willingness, and ability to act as the Debtors' real estate consultant and advisor in these Chapter 11 Cases.

Professional Compensation

14. A&G intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court (to the extent compliance is not waived), and consistent with the proposed compensation set forth in the A&G Agreement (the "Fee Structure"). A&G's decision to advise and assist the Debtors is

conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment and to be compensated for its services and reimbursed for the expenses it incurs in accordance with its customary billing practices, all as set forth more particularly in the A&G Agreement.

15. The compensation arrangements contained in the A&G Agreement are highly beneficial to the Debtors' estates as they provide certainty and proper inducement for A&G to act expeditiously and prudently with respect to the matters for which it will be employed. Accordingly, because the Debtors are seeking to retain A&G under section 328(a) of the Bankruptcy Code, the Debtors believe that A&G's compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code and does not constitute a "bonus" or fee enhancement under applicable law.

16. Subject to the Bankruptcy Court's approval, the Debtors will compensate A&G in accordance with the terms and conditions set forth in the A&G Agreement. It is contemplated that A&G shall be compensated as follows:⁴

- (i) **Security Retainer.** The Debtors paid A&G a security retainer in the amount of \$100,000 upon execution of the Real Estate Services Agreement. The Security Retainer is non-refundable and shall be applied to the final invoice for fees and expenses due under the terms of the Real Estate Services Agreement. To the extent the Security Retainer exceeds the amount of the final invoice for undisputed fees and expenses payable under the Real Estate Services Agreement, A&G shall pay the excess amount back to the Debtors within thirty days of the Real Estate Services Agreement's expiration or earlier termination.⁵

⁴ The summary provided herein is for illustrative purposes only and is subject to the A&G Agreement in all respects. In the event of any inconsistency between the Fee Structure as set forth herein and the A&G Agreement, the A&G Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the A&G Agreement.

⁵ On April, 21, 2023, the Security Retainer was applied and A&G was paid the sum of \$100,000 from the retainer on account of an invoice issued on the same day in the amount of \$106,350 (with the balance of the invoice written off as a courtesy discount) for Services rendered under the A&G Agreement.

- (ii) **Monetary Lease Modifications.** For each Monetary Lease Modification⁶ obtained by A&G on behalf of the Debtors, A&G shall earn and be paid a fee, for each Lease, in the amount of (i) two and a half percent (2.5%) of the Occupancy Cost Savings in years one (1) through five (5) of the remaining Lease term and two percent (2.0%) of the Occupancy Cost Savings⁷ in any years remaining thereafter, per Lease plus (ii) two percent (2.0%) of any consideration paid to the Debtors by or on behalf of a Landlord for any Monetary Lease Modification regardless of the year in which it is paid (the “Monetary Lease Modification Consideration”); provided that for any Non-Store Lease, the fee shall be in the amount of two percent (2.0%) of the Monetary Lease Modification Consideration.
- (iii) **Lease Terminations.** For each Lease Termination obtained by A&G on behalf of the debtors, A&G shall earn and be paid a fee, for each Lease, in the amount of (i) two and a half percent (2.5%) of the Occupancy Cost Savings in years 1 through 5 of remaining Lease term and two percent (2.0%) of the Occupancy Cost Savings in any years remaining thereafter, per Lease plus (ii) two percent (2.0%) of any consideration paid to the debtors by or on behalf of a Landlord or a new tenant including the return of any security deposits regardless of year in which paid (subparts (i) and (ii), collectively, the “Lease Termination Consideration”);

⁶ A “Monetary Lease Modification” is defined as any modification to or inclusion of additional provisions relating to the monetary terms of a Lease agreement, including, but not limited to, reduction in rent/other Lease charges, reduction in Lease Term, reduction in Lease space, termination of/waiver of/free rent or other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction in square footage of premises covered by a Lease, reduction in the termination/kick out notice provision, the granting of tenant allowance or capital improvement dollars from the Landlord, the waiver of Debtors’ capital expenditure obligations, extensions of existing rent reductions past their original end date, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, reductions in or returns of security deposits and FF&E if otherwise non-refundable (either pursuant to the terms of the Lease or as determined by the Landlord), or any other amendment to a Lease that results in Occupancy Cost Savings to the Debtors.

⁷ “Occupancy Cost Savings” is defined as the difference between the original Gross Occupancy Cost and the New Gross Occupancy Cost for the period from the earlier of the effective date of a Document, the date in which the Lease Modification or other Service becomes effective or the date in which A&G becomes entitled to its Fees under the terms herein, through the end of the Lease Term or the Revised Lease Term pursuant to the terms of the Services, less any payment(s) or costs payable by the Debtors to effectuate the Lease Modification or other Service, excluding legal fees. “Lease Term” shall be defined as of the commencement date and expiration date of the Lease as set forth in the Lease as of the Agreement Date. “Revised Lease Term” shall be defined as the new Lease expiration date pursuant to any Lease extensions obtained by A&G on behalf of the Debtors. For example, if a Service includes a Monetary Lease Modification and an extension of the Lease, the Occupancy Cost Savings shall be applicable through the duration of the Lease extension (*i.e.*, the Revised Lease Term). Occupancy Cost Savings include, but are not limited to, reduction in rent/other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction of unamortized tenant allowance, reduction or elimination of the requirement to improve the Lease space that have a direct monetary benefit to the Company, the granting of tenant allowance or capital improvement dollars from Landlord or Landlord improvements to the property, waiver of the Debtors’ capital expenditure obligations, reduction in square footage of premises covered by a Lease, extensions of existing rent reductions past their original end date, any lease extensions that result in a rent decrease, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, or any other amendment to a Lease that results in direct monetary savings to the Company.

provided that for any Non-Store Lease, the fee shall be in the amount of two percent (2.0%) of the Lease Termination Consideration.

- (iv) **Sublease**. For each Sublease obtained by A&G on behalf of the Debtors, A&G shall earn and be paid a fee (the “Sublease Fee”), for each Sublease, in the amount of three percent (3%) of the total gross rent to be paid to the Debtors during the original term of the Sublease (the “Sublease Consideration”); *provided* that for any Sublease of a Non-Store Lease, the fee shall be two percent (2.0%) of the Sublease Consideration. In the event a broker fee is to be paid to the broker of a subtenant, the Sublease Fee shall be five percent (5%) of the Sublease Consideration for the Sublease of a Lease; *provided* that for any Sublease of a Non-Store Lease, the Sublease Fee shall be three percent (3%) of the Sublease Consideration, with A&G to have sole responsibility to pay any broker’s commission.
- (v) **Non-Monetary Lease Modifications**. For each Non-Monetary Lease Modification⁸ obtained by A&G on behalf of the Debtors, A&G shall earn and be paid a fee of \$750.00 per Lease.
- (vi) **Early Termination Rights**. For each Early Termination Right obtained by A&G on behalf of the Debtors, A&G shall earn and be paid a fee of one-quarter (1/4) of one month’s Gross Occupancy Cost⁹ per Lease.
- (vii) **Broader Transaction**. For the avoidance of doubt, in the event any Leases are assigned to a buyer as part of a broader transaction, including with respect to a going concern sale, including without limitation, as to individual concepts such as buybuy Baby or as to certain geographies such as Canada or Mexico, A&G shall not earn a fee on any consideration paid to the Company by or on behalf of such

⁸ “Non-Monetary Lease Modification” is defined as any modification to the non-monetary terms of a Lease agreement, including, but not limited to, change of use, co-tenancy clause, sublease rights, the negotiation of a lease extension, the granting of an additional option term or terms, an amendment to the current option term or terms (Early Termination Right fees are set forth separately for fee purposes), relocation of Lease spaces that do not result in a reduction in Gross Occupancy Cost and any other amendments to the Lease that is or would be beneficial to the Debtors that do not fall within the above definition of Monetary Lease Modifications.

⁹ “Gross Occupancy Cost” is defined as the sum of the remaining base rent, any annual increases, percentage rent, CAM, taxes, insurance, rental tax, marketing and merchants’ association charges, utility charges, HVAC usage charges, trash removal charges, sprinkler usage charges, unpaid rents, or any other sums due to the Landlord under a particular Lease as of the Agreement Date. For clarification purposes, Gross Occupancy Cost is calculated using the first date that the Service commences (*i.e.*, the date that the rent reduction commences) through the earlier of the end of the Lease term in effect as of the Agreement Date (or longer if a Lease extension is also requested and negotiated by A&G on behalf of the Debtors) or when the Service is no longer in effect. CAM, taxes, insurance, marketing and merchants’ association charges and all other applicable charges will be calculated using the last available full year charge for each item (which may be a calendar year or lease year, depending upon which is the most recent full year charge available). In the event that rent increases periodically based upon the change in the Consumer Price Index (CPI), the assumed annual CPI increase shall be four percent (4%).

“New Gross Occupancy Cost” is defined as the reduced Gross Occupancy Cost that results from a Lease Modification or any other amendment to the Lease.

buyer. A&G shall, however, earn a fee for any individual Lease(s) included in such broader transaction for any such individual Lease with respect to which a Fee Event has occurred prior to the closing of such broader transaction.

- (viii) **Lease or Property Sales.** For each assignment or other disposition of a Lease or Property Sale obtained by A&G on behalf of the Debtors to a third party, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Gross Proceeds¹⁰ of a Lease Sale; *provided* that A&G shall earn and be paid a fee in the amount of one-and-a-half percent (1.5%) of the Gross Proceeds of any Lease Sales or Property Sale pursuant to the Co-Broker Real Estate Services Agreement.
- (ix) **Landlord Consents.** If requested by the Debtors, for each consent obtained by A&G to extend the Debtors time to assume or reject a Lease as a part of these Chapter 11 Cases, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500) per lease.
- (x) **Expenses and Disbursements.** The Debtors shall reimburse A&G for their reasonable, documented out-of-pocket expenses, including, but not limited to, marketing and travel incurred by A&G and JLL in connection with their retention and provision of Services (the “Marketing Expenses”), provided, the Marketing Expenses shall be approved in advance by the Debtors (it is estimated that the Marketing Expenses shall not exceed approximately \$20,000). Additionally, any legal fees and expenses incurred by A&G as a result of responding to any litigation or other type of inquiry, deposition, or otherwise relating to the Services or the A&G Agreement shall be reimbursed by the Debtors to A&G. Any reimbursable expenses shall be paid to A&G within five (5) business days of receipt of an invoice therefor, except as otherwise provided by the Bankruptcy Court.

17. In addition to any fees payable by the Debtors to A&G, A&G also intends to seek reimbursement for its reasonable out-of-pocket expenses (including, but not limited to, legal, mailing, marketing, and travel expenses) incurred in connection with its retention and performance of the Services; *provided, however,* that any expenses for which A&G seeks reimbursement must

¹⁰ “Gross Proceeds” is defined as the total consideration paid or payable to the Debtors by a landlord, investor, purchaser, or any other party to either waive, terminate, sublease, or purchase a Lease or any right related to a Lease. It includes, but is not limited to, cash and any other form of currency paid or waived by the Landlord, subtenant or other third party to the Debtors in relation to a Lease Sale. This list is not meant to be exhaustive and Gross Proceeds shall include any consideration or other or other quantifiable economic benefit paid or payable to the Debtors in conjunction with a Lease Sale, including all (i) Debtors debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness “credit bid” at any sale), and (ii) amounts placed in escrow and deferred, contingent payments and installment payments.

be pre-approved in writing by the Debtors. Additionally, in the event that A&G is named as a defendant in a lawsuit or otherwise receives any legal or regulatory correspondence relating to the Services, the Debtors will have the option of defending and/or retaining counsel for A&G on its behalf or reimbursing A&G for its reasonable out-of-pocket legal expenses provided that A&G is not found liable to any degree in relation to such claims. Any reimbursable expenses shall be paid to A&G within ten (10) business days of receipt of an invoice.

18. A&G may provide additional services requested by the Debtors that are not otherwise specifically provided for in the A&G Agreement, as mutually agreed upon by the Parties in writing, without the need for the Court's approval (the "Additional Services").

19. The Debtors submit that the compensation structure described above and set forth in the A&G Agreement is comparable to compensation generally charged by real estate consultants and advisors of similar stature to A&G for comparable engagements, both in and out of bankruptcy. The compensation structure is also consistent with A&G's normal and customary billing practices for cases of comparable size and complexity that require the level and scope of services to be provided in this case.

Indemnification

20. As part of the overall compensation payable to A&G under the terms of the A&G Agreement, the Debtors have agreed, pursuant to section 21 of the Real Estate Services Agreement and section 16 of the Co-Broker Real Estate Services Agreement, to indemnify A&G and its affiliates, officers, directors, employees, agents, and independent contractors (collectively, "Indemnified Persons"), and hold each of them harmless from and against all third-party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services

or actions or omissions of A&G, the RE Advisors, or the Debtors taken pursuant to the A&G Agreement, except to the extent that such claims or liabilities arise as a direct result of A&G's or the RE Advisors' fraud, negligence, or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction (the "Indemnification Provision").

21. The Indemnification Provision was fully negotiated between the Debtors and A&G at arm's length and in good faith as part of the overall compensation payable to A&G under the Real Estate Services Agreement, and is subject, in its entirety, to the terms of the Order. Further, the Indemnification Provision is customary and reasonable for similar real estate advisor engagements in chapter 11 cases and reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. *See, e.g., In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308] (approving the terms of an A&G agreement, including the indemnification provisions, as modified); *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550] (same); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388] (same); *In re Mattress Firm, Inc.*, No. 18-12241 (CSS) (Bankr. D. Del. Nov. 7, 2018) [Docket No. 766] (same); *In re The Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. March 6, 2018) [Docket No. 298] (approving the terms of the agreement, including the indemnification provisions, as modified, and finding that said terms are reasonable terms and conditions of employment); *In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) [Docket No. 292] (same); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 25, 2017) [Docket No. 733] (same).

No Duplication of Services

22. The Debtors intend that A&G's Services will not duplicate the services to be performed by any other professional retained by the Debtors in these Chapter 11 Cases. A&G will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The Debtors believe that the services to be provided by A&G will complement, and will not be duplicative of, any services of the Debtors' other professionals.

A&G's Disinterestedness

23. A&G has informed the Debtors that, except as set forth in the Amendola Declaration, A&G: (a) does not hold or represent any interest adverse to the Debtors' estates; and (b) believes that it is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. If any new material facts or relationships are discovered or arise, A&G will inform the Court as required by Bankruptcy Rule 2014(a).

24. Specifically, except as disclosed in the Amendola Declaration, A&G has indicated that based on the results of its research conducted to date, and to the best of its knowledge, neither A&G, nor any employee thereof, has any connection with the Debtors, any creditors of the Debtors' estates, or any other parties in interest (as reasonably known by A&G) or their respective attorneys and accountants, or other advisors, or the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee.

25. A&G is not owed any amounts by the Debtors as of the Petition Date and does not hold a claim against the Debtors' estates. A&G has indicated that if it discovers any information

that is contrary or pertinent to the statements made in the Amendola Declaration, it will promptly disclose such information to this Bankruptcy Court, the Debtors, and the U.S. Trustee.

26. The Debtors have also been advised that A&G has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm, other than principals and employees of A&G, as permitted by section 504 of the Bankruptcy Code.

Basis for Relief

I. The Debtors Should be Permitted to Retain and Employ A&G on the Terms of the A&G Agreement Pursuant to Sections 327 and 328 of the Bankruptcy Code.

27. The Debtors seek approval of the retention and employment of A&G pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession to employ professionals that “do not hold or represent an interest adverse to the estate, and that are disinterested persons.” 11 U.S.C. § 327(a). As discussed above, A&G satisfies the disinterestedness standard of section 327(a).

28. In addition, the Debtors seek approval of the A&G Agreement, including the Fee Structure set forth therein, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

29. Numerous courts have recognized that Congress intended section 328(a) to enable a debtor to retain professionals pursuant to specific fee arrangements to be determined at the time of the court’s approval of the retention, subject to review if the terms are found to be improvident in light of “developments not capable of being anticipated at the time of the fixing of such terms

and conditions.” *See Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co. (In re Nat'l Gypsum Co.)*, 123 F.3d 861, 862–63 (5th Cir. 1997); *Henry A. Leonard & Co. v. United States Trustee (In re River Foal, Inc.)*, 161 B.R. 568, 569 (Bankr. S.D.N.Y. 1993). Courts have approved similar relief in other chapter 11 cases in this district and others. *See, e.g., In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308] (approving the terms of A&G’s retention, the fee and expense structure and the indemnification, reimbursement, and related provisions, as modified); *In re Modell's Sporting Goods, Inc.*, No. 2014179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550] (same); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388]; *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 25, 2017) (granting an application for retention of professionals with fee arrangement as set forth in agreement); *In re HDOS Enters.*, No. 14-12028 (NB) (Bankr. C.D. Cal. March 7, 2014); *In re Sbarro, Inc.*, No. 11-11527 (SCC) (Bankr. S.D.N.Y. July 11, 2011) (same).

30. The Debtors submit that the fee structure set forth in the A&G Agreement is reasonable under section 328(a) of the Bankruptcy Code in light of: (a) the nature and scope of services to be provided by A&G; (b) industry practice with respect to the fee structure proposed by A&G; (c) market rates charged for comparable services both in and out of chapter 11; and (d) A&G’s substantial experience with respect to real estate issues.

31. Additionally, the terms of the A&G Agreement were negotiated in good faith and at arm’s length between the Debtors and A&G and reflect the Debtors’ evaluation of the value and expertise of the work to be performed by A&G.

II. The Indemnification Provision Is Appropriate.

32. As discussed above, the Debtors and A&G believe that the Indemnification Provision is customary and reasonable for real estate consultant engagements, both out of court and in chapter 11 cases, and reflect the qualifications and limitations on indemnification provisions in this district, and others. *See, e.g., In re SLT HoldCo Inc. (d/b/a Sur la Table), No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308]; In re Modell's Sporting Goods, Inc., No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; In re Pier 1 Imports, Inc., No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388]; In re Mattress Firm, Inc., No. 18-12241 (CSS) (Bankr. D. Del. Nov. 7, 2018) [Docket No. 766]; In re The Bon-Ton Stores, Inc., No. 18-10248 (MFW) (Bankr. D. Del. March 6, 2018) [Docket No. 298].*

33. In light of the foregoing, and given the numerous issues that A&G may be required to address in the performance of the Services under the A&G Agreement, A&G's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for A&G's services for engagement of this nature, the Debtors believe that the terms and conditions of the A&G Agreement—including the Indemnification Provision—are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

III. Waiver of Certain Timekeeping Requirements Is Appropriate.

34. The Debtors respectfully submit that because A&G's compensation is results-oriented, requiring A&G to maintain and file detailed time records and periodic fee applications in accordance with sections 330 and 331 of the Bankruptcy Code, and in compliance with Bankruptcy Rule 2016 and the Fee Guidelines, is unnecessary under the circumstances.

35. As set forth herein, A&G is being retained under sections 327(a) and 328(a) of the Bankruptcy Code and will be employed by the Debtors to perform a highly specialized and discrete task and accordingly, will not be compensated based upon time and effort expended. Instead, A&G will be compensated based on (a) a percentage of Monetary Lease Modifications, Lease Terminations, Subleases, and Lease Sales achieved and (b) flat fees for any Non-Monetary Lease Modifications, Early Termination Rights, and Landlord Consents obtained. Requiring A&G to record and submit detailed time entries in light of the transactional nature of the Services to be rendered by A&G herein and the percentage-based/flat fee structure proposed under the A&G Agreement would be unduly burdensome to A&G. The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from A&G's Services likely could not be measured merely by reference to the number of hours to be expended by the A&G professionals in the performance of such services. Accordingly, the Debtors request that A&G be relieved of the requirement to maintain detailed time records or file interim fee applications.

36. As set forth in the Amendola Declaration, it is standard practice in A&G's industry for professionals providing services relating to lease modifications and lease and property sales to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. The Debtors have been advised by A&G that it is not its practice to keep detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis.

37. The Debtors propose that for all fees and expenses incurred in connection with the Services, A&G be paid 100% of the amount due upon submission of an acceptable invoice to the Debtors and in accordance with the A&G Agreement. Upon completion of their work for the Debtors, A&G will file a final fee application for review by the Bankruptcy Court and parties in

interest pursuant to section 328(a) of the Bankruptcy Code for all Services. However, inasmuch as A&G is being retained pursuant to section 328(a) of the Bankruptcy Code, the Debtors additionally request that the final fee application filed by A&G not be subject to review under section 330 of the Bankruptcy Code.

38. In the event that A&G provides any Additional Services, the Debtors propose that A&G be required to submit interim and final fee applications with regards to such services on an hourly basis only, and that the time detail provided with such fee applications be provided in a summary fashion. Specifically, A&G will submit time detail setting forth the hours spent on each activity and a description of the services provided but will not break out their time into tenth-of-an-hour increments.

39. The Debtors believe that the invoices submitted in the manner set forth herein will provide the Bankruptcy Court and other parties in interest with sufficient information to monitor the amount and type of service rendered by A&G and is necessary and in the best interests of the Debtors, their creditors, and their estates.

IV. The Retention of A&G Is Critical to the Debtors' Chapter 11 Efforts.

40. The Debtors submit that the retention of A&G is in the best interests of all parties in interest in these Chapter 11 Cases. As set forth above, A&G has extensive experience in matters involving complex financial restructurings and an excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States. A&G is a preeminent real estate consultancy firm that is intimately familiar with the Debtors' businesses. Denial of the relief requested herein will deprive the Debtors of the assistance of A&G's uniquely qualified professionals who have served them for several months prior to the Petition Date and have continued to assist them following the Petition Date. Indeed,

if the Debtors were forced to engage a new real estate consultant who lacks a thorough understanding of the Debtors' businesses and leases, such change would mandate the commitment of significant resources to educate a replacement, causing significant delay and increased cost. Based on services performed to date, A&G was integral in preparing the Debtors for these Chapter 11 Cases.

41. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules to support entry of an order authorizing the Debtors to retain and employ A&G in these Chapter 11 Cases on the terms described herein and in the A&G Agreement.

Request of Waiver of Stay

42. To the extent that the relief sought in the Application constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As explained herein, the relief requested in this Application is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

No Prior Request

43. No prior request for the relief sought in this Application has been made to this Court or any other court.

Notice

44. The Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agent counsel thereto; (e) Davis Polk & Wardwell, LLP, and Greenberg Traurig, LLP, in their capacity

as counsel to the Prepetition ABL Agent; (f) the indenture trustee to the Debtors' Senior Unsecured Notes; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the U.S. Securities and Exchange Commission; (j) the attorneys general in the states where the Debtors conduct their business operations; (k) the monitor in the CCAA proceeding and counsel thereto; (l) the Debtors' Canadian Counsel; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: May 15, 2023

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

Email: msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Email: josuha.sussberg@kirkland.com

emily.geier@kirkland.com

derek.hunter@kirkland.com

*Proposed Co-Counsel for Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

joshua.sussberg@kirkland.com

emily.geier@kirkland.com

derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION
OF A&G REALTY PARTNERS, LLC AS
REAL ESTATE CONSULTANT AND ADVISOR
TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF A&G'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered four (4) through nine (9), is **ORDERED**.

(Page | 3)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to, under sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, employ and retain A&G Realty Partners, LLC ("A&G"), as real estate consultant and advisor to the Debtors in accordance with that certain real estate services agreement executed in August 2022 by and between Debtor Bed Bath & Beyond Inc. and A&G, a copy of which is attached hereto as Exhibit 1 (the "Real Estate Services Agreement"), that certain amendment to the Real Estate Services Agreement dated as of January 27, 2023 between A&G and Debtor Bed Bath & Beyond Inc., a copy of which is attached hereto as Exhibit 2 (the "Real Estate Services Agreement Amendment"), and that certain real estate services agreement executed on May 11, 2023 between and among Debtor Bed Bath & Beyond, Inc., A&G, and Jones Lang LaSalle Americas, Inc. ("JLL"), a copy of which is attached hereto as Exhibit 3 (the "Co-Broker Real Estate Services Agreement," and together with the Real Estate Services Agreement and the Real Estate Services Agreement Amendment, the "A&G Agreement"), effective as of the Petition Date; (b) approving the terms of A&G's employment and retention, including the fee and expense structure and the indemnification provisions set forth in the A&G Agreement; (c) waiving certain

(Page | 4)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Amendola Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** on a basis as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to employ and retain A&G as their real estate consultant and advisor in accordance with the terms

(Page | 5)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

and conditions set forth in the Application and the A&G Agreement, effective as of the Petition Date.

3. The A&G Agreement, together with all annexes and exhibits thereto and all compensation set forth therein, including, without limitation, the Fee Structure and indemnification provisions are approved pursuant to section 328(a) of the Bankruptcy Code and A&G shall be compensated, reimbursed, and indemnified pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the A&G Agreement.

4. The terms and provisions of the A&G Agreement are approved, and the Debtors are authorized to compensate A&G in accordance with the A&G Agreement. A&G shall not be required to file interim fee applications for its fixed fee Services; *provided, however,* that A&G shall be required to file a final fee application upon completion of its Services which shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, the information requirements set forth in the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines") are hereby waived and A&G shall not be required to maintain records of detailed time entries in connection with the Services as that term is defined in the A&G Agreement; *provided* that in the event that A&G provides any Additional Services to the

(Page | 6)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

Debtors, A&G shall be required to file interim and final fee applications on an hourly basis only and the time detail provided for such fees may be provided in a summary fashion. Specifically, A&G will submit time records setting forth the hours spent on each activity and a description of the Additional Services provided but will not break out its time into tenth-of-an-hour increments.

6. In the event that, during the pendency of these Chapter 11 Cases, A&G requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in A&G's fee applications, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, A&G shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

7. Nothing in this Order shall alter or limit any authorization, requirement or relief contained in, or prevent BBB Canada Ltd. and Bed Bath & Beyond Canada L.P. (collectively, "BBB Canada") from taking any action authorized pursuant to, or required by, the CCAA, the initial order in respect of BBB Canada (the "Initial Order") issued by the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court") in proceedings in respect of BBB Canada pursuant to the Companies' Creditors Arrangement Act (Canada) or any Order

(Page | 7)

Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

granted thereunder, and to the extent of any inconsistency between this Order and the terms of the Initial Order or any other order of the CCAA Court or the CCAA , the order of the CCAA Court or the CCAA, as applicable, shall govern with respect to BBB Canada.

8. A&G shall disclose any and all facts that may have a bearing on whether A&G, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest in these cases. The obligation to disclose identified in this paragraph shall be a continuing obligation.

9. With respect to controversies or claims arising out of or in any way related to the Services in the A&G Agreement notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the A&G Agreement, any disputes arising under the A&G Agreement shall be heard in this Court during the pendency of these Chapter 11 Cases.

10. The Indemnification Provision set forth in the A&G Agreement is approved, subject during the pendency of these cases to the following:

- a. A&G shall not be entitled to indemnification, exculpation, contribution, or reimbursement set forth in the Indemnification Provision, unless such indemnification, exculpation, contribution, or reimbursement is approved by the Court as consistent with the terms of the A&G Agreement;
- b. notwithstanding any provision of the Application and the A&G Agreement to the contrary, the Debtors shall have no obligation to indemnify or exculpate any Indemnified Person under the A&G Agreement for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such Indemnified Person's gross negligence, willful misconduct, bad faith, fraud or self-dealing to which the Debtors have not consented; (ii) for a contractual dispute in which it is judicially determined (the determination having become final) that such Indemnified Person has breached such Indemnified Person's obligations to

(Page | 8)

Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

maintain the confidentiality of nonpublic information, unless the Court determines that indemnification, exculpation, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad faith, fraud, or unconsented self-dealing, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnification, exculpation, contribution, or reimbursement under the terms of the A&G Agreement, as modified by this Order;

- c. if, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing the Chapter 11 Cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, exculpation, contribution, and/or reimbursement obligations under the Indemnification Letter (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, exculpation, contribution, and/or reimbursement by any Indemnified Persons, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, exculpation, contribution, and/or reimbursement; and
- d. any limitations on any amounts to be contributed by A&G shall be eliminated from the A&G Agreement. The Indemnified Parties shall retain any rights they may have to contribution at common law.

11. None of the fees payable to A&G under the A&G Agreement shall constitute a "bonus" or fee enhancement under applicable law.

(Page | 9)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

12. To the extent that there may be any inconsistency between the terms of the Application, the Amendola Declaration, the A&G Agreement, and this Order, the terms of this Order shall govern

13. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

14. The Debtors and A&G are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Real Estate Services Agreement



**REAL ESTATE SERVICES
AGREEMENT WITH
BED BATH & BEYOND INC.**

This Real Estate Services Agreement including the Schedules attached hereto (collectively the “Agreement”) is made as of August ___, 2022 (the “Agreement Date”), by and between **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), and **BED BATH & BEYOND INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (including its affiliates and subsidiaries, collectively the “Company” and, together with A&G, collectively, the “Parties” and, individually, a “Party”).

WITNESSETH:

WHEREAS, the Company is the lessee or sublessee of certain non-residential real property leases, including Non-Store Leases as defined herein (each a “Lease” and, collectively, the “Leases”) to be identified by the Company on Schedule A within thirty (30) days of the Agreement Date.

WHEREAS, the Company desires to: (i) reduce or amend its obligations under the Leases by modifying the terms and conditions thereof or reduce risk and provide optionality under certain Leases; (ii) obtain the right to terminate certain Leases prior to their expiration date; and (iii) obtain other real estate consulting and advisory services as set forth herein; and

WHEREAS, under the terms and conditions contained in this Agreement, the Company desires to retain A&G and A&G is willing to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services to be Provided. In accordance with the terms and conditions of this Agreement, A&G will provide the following services relating to the Leases (the “Services”):
 - a) assist the Company with real estate strategy;
 - b) consult with the Company to discuss the Company’s goals, objectives and financial parameters in relation to the Leases;
 - c) provide ongoing advice and guidance related to individual financial and non-financial lease restructuring opportunities;
 - d) negotiate with the landlords of the Leases (collectively, the “Landlords” and, individually, a “Landlord”) on behalf of the Company to obtain Lease Modifications (as defined herein);

- e) negotiate with Landlords and other third parties on behalf of the Company to obtain Lease Terminations (as defined below) acceptable to the Company;
 - f) negotiate with Landlords on behalf of the Company to obtain Early Termination Rights (as defined herein);
 - g) negotiate with prospective tenants and other third parties on behalf of the Company to obtain Subleases (as defined herein); and
 - h) provide regular update reports to the Company regarding the status of the Services, not less than weekly and in the format attached hereto as Schedule C.
2. Term of Agreement. Subject to Section 15 herein, this Agreement shall be for a term of six (6) months following the Agreement Date (the “Term”). In the event the Services are not completed at the end of the Term, the Agreement may be extended or renewed by written agreement of the Parties.
 3. Compensation. The compensation for the Services is set forth on Schedule B, which is attached hereto and incorporated herein (“Compensation”). The Company acknowledges that the calculations necessary to determine Compensation are predicated on Company Information (as that term is defined below) provided by the Company to A&G. Any material discrepancies, inaccuracies or omissions in the Company Information may affect the Compensation payable to A&G.
 4. Additional Services. A&G may provide additional services requested by the Company that are not otherwise specifically provided for in this Agreement. Any additional services will be mutually agreed upon by the Parties and documented in a separate agreement.
 5. Recordkeeping. The Services to be provided by A&G pursuant to this Agreement are, in general, transactional in nature. Accordingly, A&G will not bill the Company by the hour or maintain time records.
 6. Expenses and Disbursements. The Company shall reimburse A&G for A&G’s actual reasonable out-of-pocket expenses (including, but not limited to, legal, mailing, marketing) incurred in connection with its retention and provision of Services, subject to the incurrence of expenses being pre-approved in writing by the Company. This includes, but is not limited to, responding to any litigation or other type of inquiry, deposition or otherwise relating to the Services or this Agreement. Any undisputed reimbursable expenses shall be paid to A&G within twenty-one (21) days upon receipt of invoice accompanied by supporting documentation.
 7. Exclusive. During the Term of this Agreement, A&G shall have the sole and exclusive authority to perform the Services for the Leases set forth on Schedule A; provided, however, that nothing herein shall prohibit the Company’s employees

from communicating with Landlords relating to day-to-day operations at the premises of such Landlords. The Company agrees to forward to A&G all relevant inquiries regarding the Leases made to the Company, its representatives or related parties. Schedule A may be amended from time to time during the term of this Agreement to add additional Leases or to delete any Leases upon mutual written consent by the Parties.

The Company acknowledges that A&G may be engaged to provide the same or similar services as those referenced herein to other persons or entities and that any such engagement shall not constitute or be deemed to be a violation of this Agreement, provided that it does not present an actual or potential conflict of interest or otherwise does not interfere with A&G's ability to provide the Services.

8. Company's Representative. Wade Haddad, Senior Vice-President of Real Estate, will be the Company's representative ("Company Representative") in dealing with A&G. The Company reserves the right, at any time and from time-to-time, upon written notice to A&G, to designate a successor representative or an additional representative and to limit the authority of the representative in any respect. A&G will report regularly to the Company's Representative in order to keep him/her fully apprised of A&G's performance. The designated principal representative for A&G will be Emilio Amendola. Any change in the designated representative for A&G from Emilio Amendola shall require the written consent of the Company, which may be withheld in its sole discretion.
9. Company Cooperation. The Company shall provide A&G with all information concerning the Leases reasonably necessary for the performance of A&G's obligations hereunder, including, but not limited to (a) copies of the Leases and any Lease abstracts, (b) populating an Excel spreadsheet provided by A&G with, among other things, current rents, taxes and other charges relating to the Leases, rent bumps, percentage rent and breakpoints, premises size, the commencement and expiration dates of the Leases, any Lease options, up to date Landlord contact information (including name, email and phone number information for each Landlord), any outstanding or deferred rent, and any default letters sent by Landlords, and (c) such other information as A&G requests for the performance of its Services (collectively, the "Lease Information"). The Company also agrees to complete Schedule A, which shall include any proposed request for each Lease (the "Lease Request"). Additionally, the Company agrees to utilize its own financial analysts to prepare financial models relative to rent reduction requests, while A&G will provide guidance and assumptions to assist the Company in the preparation of the requests to Landlords.

All information provided by the Company to A&G, including, but not limited to, the Company's goals and objectives, financial information and the Lease Information referenced above, shall collectively be referred to as "Company Information." It is understood and agreed by the Parties that A&G shall have no obligation to verify the accuracy of such information and that A&G shall have no

liability whatsoever resulting from, whether directly or indirectly, the inaccuracy or incompleteness of the Company Information. Both Parties understand and agree that A&G shall base its Services on the Company Information and any material inaccuracies, discrepancies or omissions in the information may delay or impede A&G's ability to render the Services. In the event the Company Information turns out to be inaccurate, the Company shall provide such personnel and administrative support as necessary to correct the information. Furthermore, both Parties understand and agree that the commencement of this Agreement and the continuation of its Services are contingent upon A&G's receipt of the Company Information.

Additionally, the Company agrees to assist A&G in the performance of its Services, including but not limited to, by (i) providing a response, within seven (7) business days of A&G's transmittal to the Company of a Deal Sheet (as defined in Schedule B) for each Lease (the "Deal Sheet Deadline"), which states whether a proposed Service transaction is approved or not, and (ii) providing all necessary legal support to review Documents (as defined below) submitted by A&G in connection with a Service and getting all Documents in form and substance acceptable to the Company executed accurately and timely. In addition, the Company shall track the status of all Documents through an A&G legal tracking report provided by A&G.

Notwithstanding anything herein to the contrary, the Company shall be in no way obligated to enter into any Lease Modification, Lease Termination, Early Termination Right, Sublease or other transaction or commitment arising out of the Services and that such decision shall remain in the Company's sole discretion.

10. Use of Company Name. A&G may use the Company's name and logo to identify the Company as one of A&G's clients.
11. No Authority to Execute Agreements. A&G shall have no right or power to enter into any agreement in the name of or on behalf of the Company or to otherwise obligate the Company in any manner unless authorized in writing.
12. Meetings. After the commencement of the Agreement, A&G shall meet with, in a manner agreed to by the Parties, the Company's Representative(s) to review the Company's goals, objectives and financial parameters. Thereafter, A&G will meet with or participate in telephone conferences with the Company's Representative(s) regarding the status of the Services as mutually agreed to by the Parties; provided that such meetings will be not less than weekly and that A&G shall provide in advance an updated A&G tracking report referenced in Section 9 above.
13. Disclosures/Reports. All information, advice, recommendations (whether written or oral) or any reports, presentations or other communications that A&G provides under the terms of this Agreement are solely for the benefit of the Company and no such opinion, advice, recommendations or reports shall be used for any other purpose, or reproduced, disseminated, quoted or referred to at any time, in any manner, other than as provided herein, without the prior written consent of A&G.

Notwithstanding the foregoing, the Company may provide such information, advice and recommendations to its representatives, consultants, Board of Directors and attorneys as required to effectuate the Services, provided however that both Parties understand and agree that A&G shall have no liability to such Parties and such Parties are not intended to be third-party beneficiaries to this Agreement.

If the Company receives a subpoena, summons or court order by any federal, state or other regulatory agency having jurisdiction over the Company relating in any respect to A&G or its Services, the Company shall promptly notify A&G, if legally permissible, so that A&G may obtain, at its sole cost, a protective order for such information. If A&G is unable to obtain a protective order and the Company is required to provide information regarding A&G and/or the Services, the Company agrees to provide only that information which is legally required and to use reasonable efforts to ensure the confidentiality of such information and documentation.

14. **Independent Contractor.** Each Party acknowledges and agrees that the arrangements contemplated herein are and will be for the provision of the Services and that nothing contained herein shall create or be construed as creating a contract or other arrangement of employment between the Company and A&G. A&G shall provide the Services as an independent contractor and not as an employee, agent, partner or joint venture of the Company.
15. **Early Termination.** Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice in accordance with the notice provision below. Additionally, if either Party fails to perform its obligations in accordance with the terms herein and does not cure such failure within ten (10) days after written notice of default, the other Party will have the right to terminate this Agreement by notice of termination to the non-performing Party, effective ten (10) days after the date of such notice. Additionally, if for any reason either Party becomes unable to perform its duties as a result of a legal, contractual or regulatory restriction, such Party shall have the right to terminate this Agreement. Any rights or obligations incurred or accrued by either Party prior to termination shall survive termination of this Agreement.
16. **Assignment.** Neither Party may delegate or assign its rights and obligations under this Agreement in whole or in part to an unaffiliated third party without the prior written consent of the other Party.
17. **Notices.** Unless otherwise expressly provided herein or waived in writing by the Party to whom notice is given, any notice or other communication required or permitted hereunder will be effective if given in writing (i) when delivered by hand; (ii) three days after sent by certified mail, return receipt requested; (iii) when delivered by electronic email communication to the email address set forth below and verified by confirmed receipt; or (iv) one day after delivery to a commercial overnight courier, and addressed to the Parties as follows:

To the Company:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Wade Haddad, SVP Real Estate
Email: Wade.Haddad@BedBath.com

With a copy to:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Chief Legal Officer
Email: Arlene.Hong@BedBath.com

To A&G:

A&G Realty Partners, LLC
445 Broadhollow Road, Suite 410
Melville, NY 11747
Attn: Emilio Amendola, Co-President
Tel: (631) 465-9507
Email: emilio@agrep.com

18. **Representations, Warranties and Covenants.** Each Party has all requisite power and authority to enter into this Agreement. This Agreement has been validly authorized by all necessary corporate action and constitutes a legal, valid and binding agreement of the Company and A&G. Each Party represents that this Agreement does not and will not violate any applicable law or conflict with any agreement, instrument, judgment, order or decree to which it is a party or by which it is bound. Furthermore, each Party represents and agrees that it will comply with all applicable laws, rules, regulations, orders or decrees during the term of this Agreement in performing its obligations hereunder. Each Party agrees to deal with the other fairly and in good faith so as to allow each Party to perform their duties and earn the benefit of this Agreement. A&G agrees to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement.

19. **Survival of Fee.** In the event that following the termination or earlier expiration of this Agreement, (i) a Fee Event (as defined below) occurs with a Landlord or other third party within 90 days after the date that this Agreement terminates or expires, (ii) A&G has substantially performed the Services which are the proximate cause of such Fee Event, and (iii) A&G would have been entitled to a fee pursuant to this Agreement but for the termination or expiration of this Agreement, then in that event, A&G shall be entitled to and paid its fee pursuant to the terms of this Agreement notwithstanding the fact that the Agreement has terminated or expired. Such Survival of Fee will terminate ninety (90) days after the termination or expiration of this Agreement.

20. **Intellectual Property.** A&G may use data, software, designs, utilities, tools, models, systems and other methodologies that it owns or licenses in performing the Services hereunder. Notwithstanding the delivery of any reports by A&G to the Company, A&G shall retain all intellectual property rights in such materials (including any improvements or knowledge developed while performing the Services) and in any working papers compiled in connection with the Services.
21. **Indemnification.** The Company agrees to indemnify A&G and its affiliates, officers, directors, employees, agents and independent contractors, and hold each of them harmless from and against all third party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services or actions or omissions of A&G or the Company taken pursuant to this Agreement or in any written agreement entered into in connection herewith except to the extent that such claims or liabilities arise as a direct result of A&G's fraud, negligence or misconduct as determined by a final non-appealable order of a court of competent jurisdiction.
22. **Limitation on Liability.** Neither Party shall be responsible for any indirect, incidental, consequential, exemplary, punitive or other special damages (including, but not limited to, loss of profits and damage to reputation or business) arising under or by reason of this Agreement, the Services or any act or omission hereunder. Neither Party shall be liable if it is unable to perform its responsibilities hereunder as a result of events beyond its control. Furthermore, except in the event A&G's errors and omissions policy is available to cover any claim against A&G hereunder, in no event shall A&G's liability for a default or breach of this Agreement exceed the amount of fees paid to A&G hereunder, unless such breach or default arises from fraud or willful misconduct by A&G. A&G represents and warrants that A&G maintains an errors and omissions policy with liability limits of \$4,000,000 as of the Agreement Date and that primary and any excess policies are in full force and effect. A&G shall maintain an errors and omissions policy with liability limits of not less than \$4,000,000 in full force and effect at all times during the Term of this Agreement.
23. **Confidentiality.** Each of the Parties shall be bound by the confidentiality and other obligations contained in the non-disclosure agreement, dated as of August 2, 2022, the terms of which are incorporated into this Agreement by reference.
24. **Binding Effect. No Third-Party Beneficiaries.** This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns and except as expressly provided herein, is not intended to confer any rights or remedies upon any person not a party to this Agreement.
25. **Waivers and Amendments.** Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. This Agreement (including the Schedule (s) attached hereto) may not be waived, amended, or modified by either Party unless in writing and signed by the Parties hereto.

26. **Severability.** If any provision, or any portion of any provision, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties to modify or limit such provision or portion thereof so as to be valid and enforceable to the extent permitted under applicable law. In the event that such provision or portion thereof cannot be modified, then such provision or portion thereof shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
27. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.
28. **Counterpart Execution/Facsimile and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. Facsimile and electronic signatures on this Agreement and any document contemplated hereby shall be deemed to be original signatures.
29. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to its conflict of laws rules.
30. **Waiver of Jury Trial.** Each of the Parties unconditionally waives, to the fullest extent allowed by law, the right to a jury trial in connection with any claim arising out of or related to this Agreement.
31. **Headings/Tenses.** The section headings and use of defined terms in the singular or plural or past or present tenses in this Agreement are solely for the convenience of the Parties. To the extent that there may be any inconsistency between the headings and/or the tenses and the intended meaning, the intent of the Parties or the provision, the terms of such provision shall govern.
32. **No Presumptions.** This Agreement by shall be deemed drafted by both Parties and there shall be no presumption for or against either Party in the interpretation of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Agreement Date.

BED BATH & BEYOND INC.

By: 
Name: Wade Haddad
Title: SVP Real Estate and Construction

A&G REALTY PARTNERS, LLC

By: 
Name: Emilio Amendola
Title: Co-President

Schedules

- Schedule A Leases/Company Information/Lease Request
- Schedule B Compensation
- Schedule C A&G Weekly Reporting Template
- Schedule D A&G Deal Sheet Template

Schedule A

Leases/Company Information/Lease Request

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	1175	BBB	601 E. Dimond Boulevard	Anchorage, AK	AK
Store Lease	148	BBB	313 Summit Boulevard	Birmingham, AL	AL
Store Lease	1190	BBB	3800 Gulf Shores Parkway	Gulf Shores, AL	AL
Store Lease	98	BBB	1771 Montgomery Hwy	Hoover, AL	AL
Store Lease	405	BBB	6888 Governors West	Huntsville, AL	AL
Store Lease	1409	BBB	1320 McFarland Blvd E	Tuscaloosa, AL	AL
Store Lease	278	BBB	3816 North Mall Avenue	Fayetteville, AR	AR
Store Lease	228	BBB	12309 Chenal Parkway, Suite A	Little Rock, AR	AR
Store Lease	1142	BBB	2203 Promenade Boulevard	Rogers, AR	AR
Store Lease	591	BBB	10060 W. McDowell Road	Avondale, AZ	AZ
Store Lease	189	BBB	850 N. 54th Street	Chandler, AZ	AZ
Store Lease	1033	BBB	2793 S Market St	Gilbert, AZ	AZ
Store Lease	233	BBB	7340 West Bell Road	Glendale, AZ	AZ
Store Lease	1162	BBB	SEC Dobson Road & Loop 202	Mesa, AZ	AZ
Store Lease	1077	BBB	1919 East Camelback Road	Phoenix, AZ	AZ
Store Lease	573	BBB	7000 E. Mayo Blvd., Building 12	Phoenix, AZ	AZ
Store Lease	1307	BBB	3250 Gateway Blvd. Ste. 508	Prescott, AZ	AZ
Store Lease	606	BBB	13723 W. Bell Road	Surprise, AZ	AZ
Store Lease	47	BBB	4811 E. Grant Road, Suite 131	Tucson, AZ	AZ
Store Lease	766	BBB	6310 N. Oracle Road	Tuscon, AZ	AZ
Store Lease	1266	BBB	Bear Valley Road & Jess Ranch Parkway	Apple Valley, CA	CA
Store Lease	407	BBB	5000 Stockdale Highway	Bakersfield, CA	CA
Store Lease	8	BBB	6530 Canoga Avenue	Canoga Park, CA	CA
Store Lease	540	BBB	3555 Clares Street, Suite J	Capitola, CA	CA
Store Lease	315	BBB	303 Gellert Boulevard	Daly City, CA	CA
Store Lease	173	BBB	4882 Dublin Boulevard	Dublin, CA	CA
Store Lease	562	BBB	3300 Broadway	Eureka, CA	CA
Store Lease	225	BBB	7497 N. Blackstone Avenue	Fresno, CA	CA
Store Lease	820	BBB	189 North Fairview Ave	Goleta, CA	CA
Store Lease	384	BBB	1557 Vine Street	Hollywood, CA	CA
Store Lease	1030	BBB	79-110 Hwy 111	La Quinta, CA	CA
Store Lease	275	BBB	25732 El Paseo	Mission Viejo, CA	CA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	254	BBB	3900 Sisk Road	Modesto, CA	CA
Store Lease	1097	BBB	24450 Village Walk Place	Murrieta, CA	CA
Store Lease	26	BBB	590 2nd Street	Oakland, CA	CA
Store Lease	139	BBB	2120 Vista Way	Oceanside, CA	CA
Store Lease	1305	BBB	5200 E. Ramon Road Building B	Palm Springs, CA	CA
Store Lease	183	BBB	3341 East Foothill Boulevard	Pasadena, CA	CA
Store Lease	261	BBB	15 Crescent Drive	Pleasant Hill, CA	CA
Store Lease	101	BBB	11530 4th Street, Suite 120	Rancho Cucamonga, CA	CA
Store Lease	776	BBB	27450 Lugonia Avenue	redlands, CA	CA
Store Lease	539	BBB	1950 El Camino Real	Redwood City, CA	CA
Store Lease	538	BBB	3700 Tyler Street, Suite 14	Riverside, CA	CA
Store Lease	307	BBB	1120 Galleria Blvd.	Roseville, CA	CA
Store Lease	569	BBB	2725 Marconi Ave	Sacramento, CA	CA
Store Lease	31	BBB	1750 Camino Del Rio North	San Diego, CA	CA
Store Lease	127	BBB	5201 Stevens Creek Boulevard	Santa Clara, CA	CA
Store Lease	24	BBB	2785 Santa Rosa Avenue	Santa Rosa, CA	CA
Store Lease	412	BBB	1290 Seal Beach Blvd.	Seal Beach, CA	CA
Store Lease	25	BBB	12555 Ventura Boulevard	Studio City, CA	CA
Store Lease	138	BBB	121 South Weslake Boulevard	Thousand Oaks, CA	CA
Store Lease	475	BBB	2595 Pacific Coast Highway	Torrance, CA	CA
Store Lease	821	BBB	4040 East Main Street	Ventura, CA	CA
Store Lease	20	BBB	11854 West Olympic Blvd	W. Los Angeles, CA	CA
Store Lease	436	BBB	5560 South Parker Road	Aurora, CO	CO
Store Lease	338	BBB	2180 Southgate Road	Colorado Springs, CO	CO
Store Lease	200	BBB	1790 E. Woodmen Road	Colorado Springs, CO	CO
Store Lease	1321	BBB	800 South Camino Del Rio	Durango, CO	CO
Store Lease	194	BBB	110 W. Troutman Parkway	Fort Collins, CO	CO
Store Lease	68	BBB	370 S. Colorado Blvd	Glendale, CO	CO

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	838	BBB	9315 Dorchester	Highlands Ranch, CO	CO
Store Lease	137	BBB	14383 West Colfax Avenue	Lakewood, CO	CO
Store Lease	279	BBB	7421 West Bowles Avenue	Littleton, CO	CO
Store Lease	1108	BBB	205 Ken Pratt Blvd Suite 240	Longmont, CO	CO
Store Lease	605	BBB	11435 Twenty Mile Road	Parker, CO	CO
Store Lease	355	BBB	7225 W. 88th Ave.	Westminster, CO	CO
Store Lease	837	BBB	14 Candlewood Lake Road	Brookfield, CT	CT
Store Lease	311	BBB	530 Bushy Hill Road	Simsbury, CT	CT
Store Lease	1177	BBB	3100 14th Street NW	Washington, DC	DC
Store Lease	1341	BBB	331 West Main Street	Newark, DE	DE
Store Lease	1422	BBB	30134 Veterans Way	Rehoboth Beach, DE	DE
Store Lease	197	BBB	19205 Biscayne Boulevard	Aventura, FL	FL
Store Lease	385	BBB	1400C Glades Road	Boca Raton, FL	FL
Store Lease	551	BBB	825 Cortez Rd West	Bradenton, FL	FL
Store Lease	1304	BBB	1827 NE Pine Island Road	Cape Coral, FL	FL
Store Lease	214	BBB	23676 US Hwy 19 North	Clearwater, FL	FL
Store Lease	1110	BBB	S.W. 33rd Avenue and S.W. 22nd Street	Coral Gables, FL	FL
Store Lease	359	BBB	1801 South University Drive	Davie, FL	FL
Store Lease	236	BBB	2500 W. International Speedway Boulevard	Daytona Beach, FL	FL
Store Lease	400	BBB	4441 Commons Drive East	Destin, FL	FL
Store Lease	454	BBB	2701 N. Federal Highway	Ft. Lauderdale, FL	FL
Store Lease	285	BBB	13499 South Cleveland Avenue	Ft. Myers, FL	FL
Store Lease	245	BBB	6855 Newberry Road	Gainesville, FL	FL
Store Lease	1138	BBB	4054 South 3rd Street	Jacksonville Beach, FL	FL
Store Lease	808	BBB	322 North John Young Parkway	Kissimmee, FL	FL
Store Lease	1234	BBB	546 N. Highway 441	Lady Lake, FL	FL
Store Lease	1028	BBB	1500 Town Center Drive	Lakeland, FL	FL
Store Lease	833	BBB	2291 Town Center Avenue	Melbourne, FL	FL
Store Lease	46	BBB	8380 South Dixie Highway	Miami, FL	FL

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	579	BBB	10640 N. W. 19th Street	Miami, FL	FL
Store Lease	128	BBB	5351 N. Airport Road	Naples, FL	FL
Store Lease	1125	BBB	13585 Tamiami Trail N. Unit #6	Naples, FL	FL
Store Lease	523	BBB	2701 SW College Road	Ocala, FL	FL
Store Lease	1143	BBB	Colonial Landing	Orlando, FL	FL
Store Lease	273	BBB	2410 PGA Boulevard	Palm Beach Gardens, FL	FL
Store Lease	1367	BBB	15600 Panama City Beach Parkway	Panama City Beach, FL	FL
Store Lease	525	BBB	5450 N. 9th Avenue	Pensacola, FL	FL
Store Lease	424	BBB	18700 Veterans Blvd.	Port Charlotte, FL	FL
Store Lease	1268	BBB	Building # 4	Sarasota, FL	FL
Store Lease	235	BBB	6567 S. Tamiami Trail	Sarasota, FL	FL
Store Lease	556	BBB	320 CBL Drive	St. Augustine, FL	FL
Store Lease	178	BBB	2060 66th Street North	St. Petersburg, FL	FL
Store Lease	213	BBB	2450 NW Federal Highway	Stuart, FL	FL
Store Lease	388	BBB	1574 Governors Square Blvd.	Tallahassee, FL	FL
Store Lease	99	BBB	13123 N. Dale Mabry Highway	Tampa, FL	FL
Store Lease	154	BBB	TBD	TBD	FL
Store Lease	518	BBB	6150 20th Street	Vero Beach, FL	FL
Store Lease	1209	BBB	5845 Wesley Grove Boulevard	Wesley Chapel, FL	FL
Store Lease	55	BBB	1875 Palm Beach Lakes Blvd.	West Palm Beach, FL	FL
Store Lease	1338	BBB	3215 Daniels Road	Winter Garden, FL	FL
Store Lease	103	BBB	6050 North Point Parkway	Alpharetta, GA	GA
Store Lease	313	BBB	1791 Oconee Connector, Suite 350	Athens, GA	GA
Store Lease	1094	BBB	2955 Cobb ParkwaySE	Atlanta, GA	GA
Store Lease	1014	BBB	1235 Caroline Street NE	Atlanta, GA	GA
Store Lease	155	BBB	221 Robert C Daniel Jr Pkwy	Augusta, GA	GA
Store Lease	255	BBB	1705 Mall of Georgia Blvd.	Buford, GA	GA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	470	BBB	5555 Whittlesey Blvd	Columbia, GA	GA
Store Lease	66	BBB	800 Ernest Barrett Parkway	Kennesaw, GA	GA
Store Lease	497	BBB	1898 Jonesboro Road	McDonough, GA	GA
Store Lease	1119	BBB	1245 North Peachtree Parkway	Peachtree City, GA	GA
Store Lease	529	BBB	7400 Abercorn Street	Savannah, GA	GA
Store Lease	1265	BBB	Margie Drive & State Route 247	Warner Robins, GA	GA
Store Lease	1326	BBB	98-145 Kaonohi Street	Aiea, HI	HI
Store Lease	428	BBB	11101 University Avenue	Clive, IA	IA
Store Lease	559	BBB	440 W. Wilbur Avenue	Coeur D' Alene, ID	ID
Store Lease	626	BBB	3011 S. 25th East	Idaho Falls, ID	ID
Store Lease	333	BBB	1350 North Eagle Road	Meridian, ID	ID
Store Lease	63	BBB	1800 North Clybourn, Suite A	Chicago, IL	IL
Store Lease	32	BBB	96 S. Waukegan Rd.	Deerfield, IL	IL
Store Lease	53	BBB	1548 Butterfield Road	Downers Grove, IL	IL
Store Lease	623	BBB	11165 W. Lincoln Highway	Frankfort, IL	IL
Store Lease	133	BBB	336 S Rte. 59	Naperville, IL	IL
Store Lease	108	BBB	6309 East State Street	Rockford, IL	IL
Store Lease	486	BBB	5545 W. Touhy Ave.	Skokie, IL	IL
Store Lease	1203	BBB	7175 Kingery Highway	Willowbrook, IL	IL
Store Lease	564	BBB	1950-6 Greyhound Pass	Carmel, IN	IN
Store Lease	375	BBB	280 North Green River Road	Evansville, IN	IN
Store Lease	363	BBB	777 N Highway 31	Greenwood, IN	IN
Store Lease	215	BBB	5802 Grape Road Suite B	Mishawaka, IN	IN
Store Lease	1308	BBB	124 US Highway 41	Schererville, IN	IN
Store Lease	87	BBB	12035 Metcalf Avenue	Overland Park, KS	KS
Store Lease	326	BBB	2750 N. Greenwich Ct.	Wichita, KS	KS
Store Lease	1053	BBB	2757 Town Center Blvd	Crestview Hills, KY	KY
Store Lease	800	BBB	2321 Sir Barton Way	Lexington, KY	KY
Store Lease	293	BBB	996 Breckinridge Lane	Louisville, KY	KY

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	248	BBB	10505 South Mall Drive	Baton Rouge, LA	LA
Store Lease	1392	BBB	10129 Crossing Way, Suite 420	Denham Springs, LA	LA
Store Lease	321	BBB	3617 Ambassador Caffery	Lafayette, LA	LA
Store Lease	492	BBB	4410 Veterans Blvd	Metairie, LA	LA
Store Lease	450	BBB	366 Southbridge Street	Auburn, MA	MA
Store Lease	149	BBB	400 Grossman Drive	Braintree, MA	MA
Store Lease	350	BBB	180 Endicott Street	Danvers, MA	MA
Store Lease	1227	BBB	330 Patriots Place	Foxborough, MA	MA
Store Lease	1258	BBB	Lincoln Street (3A) & Shipyard	Hingham, MA	MA
Store Lease	487	BBB	65 Independence Drive	Hyannis, MA	MA
Store Lease	1044	BBB	200 Colony Place	Plymouth, MA	MA
Store Lease	810	BBB	119 Middlesex Ave	Somerville, MA	MA
Store Lease	52	BBB	9021 Snowden River Parkway	Columbia, MD	MD
Store Lease	439	BBB	2382 Brandermill Boulevard	Crofton, MD	MD
Store Lease	188	BBB	5413 Urbana Pike	Frederick, MD	MD
Store Lease	33	BBB	c/o Property Management Account Services LLC	ROCKVILLE, MD	MD
Store Lease	196	BBB	1238 Putty Hill Avenue	Towson, MD	MD
Store Lease	169	BBB	3270 Crain Highway	Waldorf, MD	MD
Store Lease	1150	BBB	42 Whitten Road, Suite 1	Augusta, ME	ME
Store Lease	365	BBB	490 Stillwater Avenue	Bangor, ME	ME
Store Lease	433	BBB	200 Running Hill Road	South Portland, ME	ME
Store Lease	295	BBB	31535 Southfield Road	Beverly Hills, MI	MI
Store Lease	202	BBB	4901 28th Street, SE	Grand Rapids, MI	MI
Store Lease	368	BBB	43610 West Oaks Drive	Novi, MI	MI
Store Lease	1154	BBB	910 Spring Street	Petoskey, MI	MI
Store Lease	378	BBB	1242 South Rochester Road	Rochester Hills, MI	MI
Store Lease	166	BBB	30801 Gratiot	Roseville, MI	MI
Store Lease	49	BBB	12020 Hall Road	Sterling Heights, MI	MI
Store Lease	364	BBB	23871 Eureka Blvd	Taylor, MI	MI

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	762	BBB	3301 N. US 31 South	Traverse City, MI	MI
Store Lease	414	BBB	14910 Florence Trail	Apple Valley, MN	MN
Store Lease	456	BBB	7950 Wedgewood Lane N.	Maple Grove, MN	MN
Store Lease	482	BBB	8264 Tamarack Village	Woodbury, MN	MN
Store Lease	147	BBB	141 Highlands Boulevard Drive	Manchester, MO	MO
Store Lease	490	BBB	3308 S, Glenstone Ave	Springfield, MO	MO
Store Lease	157	BBB	281 Mid Rivers Mall Drive	St. Peters, MO	MO
Store Lease	589	BBB	3951 Promenade Parkway	D'Iberville, MS	MS
Store Lease	1259	BBB	760 Mackenzie Lane	Flowood, MS	MS
Store Lease	1313	BBB	6400 Towne Center Loop	Southaven, MS	MS
Store Lease	1310	BBB	2821 King Ave West	Billings, MT	MT
Store Lease	1115	BBB	2155 West Cattail Street	Bozeman, MT	MT
Store Lease	1073	BBB	2411 Highway 93 North	Kalispell, MT	MT
Store Lease	1157	BBB	3017 Paxson Street	Missoula, MT	MT
Store Lease	1011	BBB	200 Aberdeen Commons	Aberdeen, NC	NC
Store Lease	268	BBB	83 G South Tunnel Road	Ashville, NC	NC
Store Lease	124	BBB	405 Cross Roads Boulevard	Cary, NC	NC
Store Lease	309	BBB	9559 South Blvd.	Charlotte, NC	NC
Store Lease	774	BBB	3616 Witherspoon Blvd.	Durham, NC	NC
Store Lease	560	BBB	5075 Morganton Road	Fayetteville, NC	NC
Store Lease	1126	BBB	1618 Highwoods Blvd.	Greensboro, NC	NC
Store Lease	1405	BBB	208 Grand Hill Place	Holly Springs, NC	NC
Store Lease	426	BBB	1305 Western Blvd.	Jacksonville, NC	NC
Store Lease	435	BBB	10530 Northeast Parkway	Matthews, NC	NC
Store Lease	1179	BBB	627 River Highway	Mooresville, NC	NC
Store Lease	1237	BBB	5160 Highway 70 Suite 600	Morehead City, NC	NC
Store Lease	832	BBB	3604 Sumner Blvd.	Raleigh Triangle, NC	NC
Store Lease	418	BBB	352 South College Road, Unit 10B	Wilmington, NC	NC

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	317	BBB	1020 Hanes Mall Blvd.	Winston-Salem, NC	NC
Store Lease	328	BBB	4340 13th Avenue SW	Fargo, ND	ND
Store Lease	211	BBB	2960 Pine Lake Road, Suite A	Lincoln, NE	NE
Store Lease	771	BBB	255 N. 170th Street	Omaha, NE	NE
Store Lease	1021	BBB	1220 South 71st Street	Omaha, NE	NE
Store Lease	756	BBB	5 Colby Court	Bedford, NH	NH
Store Lease	841	BBB	10 Loudon Rd.	Concord, NH	NH
Store Lease	542	BBB	261 Daniel Webster Highway	Nashua, NH	NH
Store Lease	1244	BBB	100 Durgin Lane	Portsmouth, NH	NH
Store Lease	380	BBB	265 South Broadway	Salem, NH	NH
Store Lease	224	BBB	51 Chambersbridge Road	Brick, NJ	NJ
Store Lease	27	BBB	2130 Marlton Pike W Suite D	Cherry Hill, NJ	NJ
Store Lease	1096	BBB	404 Route 3 West	Clifton, NJ	NJ
Store Lease	207	BBB	1755 Deptford Center Rd	Deptford, NJ	NJ
Store Lease	159	BBB	180 Route 10 West	East Hanover, NJ	NJ
Store Lease	266	BBB	92 Route 36	Eatontown, NJ	NJ
Store Lease	1309	BBB	160 Marketplace Boulevard	Hamilton, NJ	NJ
Store Lease	289	BBB	1115 Route 35	Middletown, NJ	NJ
Store Lease	1091	BBB	3201 Route 9	Rio Grande, NJ	NJ
Store Lease	1	BBB	715 Morris Avenue	Springfield, NJ	NJ
Store Lease	477	BBB	545 Route 46	Totowa, NJ	NJ
Store Lease	160	BBB	675 U.S. 1	Woodbridge Township, NJ	NJ
Store Lease	111	BBB	2451 San Mateo Boulevard NE Suite D	Albuquerque, NM	NM
Store Lease	1133	BBB	3601 Old Airport Road,	Albuquerque, NM	NM
Store Lease	524	BBB	4250 Cerrillos Road, Suite 1214	Santa Fe, NM	NM
Store Lease	422	BBB	621 Marks Street	Henderson, NV	NV
Store Lease	485	BBB	2100 N. Rainbow	Las Vegas, NV	NV
Store Lease	503	BBB	2315 Summa Drive #180	Las Vegas, NV	NV
Store Lease	208	BBB	4983 S. Virginia Street	Reno, NV	NV
Store Lease	40	BBB	32 Wolf Road	Albany, NY	NY

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	1056	BBB	3701 McKinley Parkway	Blasdell, NY	NY
Store Lease	37	BBB	Smith Haven Plaza	Lake Grove, NY	NY
Store Lease	42	BBB	620 6th Avenue	Manhattan, NY	NY
Store Lease	507	BBB	3640 Long beach Road	Oceanside, NY	NY
Store Lease	135	BBB	96-05 Queens Boulevard	Rego Park, NY	NY
Store Lease	1314	BBB	1440 Old Country Road	Riverhead, NY	NY
Store Lease	260	BBB	950 Merchant Concourse	Westbury, NY	NY
Store Lease	1059	BBB	4401 Transit Road	Williamsville, NY	NY
Store Lease	394	BBB	2141 Central Park Ave	Yonkers, NY	NY
Store Lease	301	BBB	2719 Edmondson Road	Cincinnati, OH	OH
Store Lease	370	BBB	3708 W. Dublin-Granville Road	Columbus, OH	OH
Store Lease	462	BBB	6142 Wilmington Pike	Dayton, OH	OH
Store Lease	768	BBB	5800 Deerfield Road	Mason, OH	OH
Store Lease	119	BBB	6725 Strip Avenue NW	North Canton, OH	OH
Store Lease	204	BBB	6025 Kruse Drive, Suite 123	Solon, OH	OH
Store Lease	1082	BBB	5135 Monroe Street	Toledo, OH	OH
Store Lease	54	BBB	30083 Detroit Road	Westlake, OH	OH
Store Lease	358	BBB	550 Boardban Poland Road	Youngstown, OH	OH
Store Lease	544	BBB	412 S. Bryant Ave	Edmond, OK	OK
Store Lease	164	BBB	2848 N.W. 63rd Street	Oklahoma City, OK	OK
Store Lease	86	BBB	10011 East 71st Street	Tulsa, OK	OK
Store Lease	812	BBB	63455 North Highway 97	Bend, OR	OR
Store Lease	319	BBB	95 Oakway Center	Eugene, OR	OR
Store Lease	431	BBB	18043 NW Evergreen Parkway	Hillsboro, OR	OR
Store Lease	1127	BBB	6180 Ulali Drive	Keizer, OR	OR
Store Lease	136	BBB	16800 Southwest 72nd Avenue	Tigard, OR	OR
Store Lease	775	BBB	4449 Southmont Way	Easton, PA	PA
Store Lease	432	BBB	108 Bartlett Ave	Exton, PA	PA
Store Lease	271	BBB	5125 Jonestown Road	Harrisburg, PA	PA
Store Lease	337	BBB	490 Waterfront Drive East	Homestead, PA	PA
Store Lease	227	BBB	905 Old York Road	Jenkintown, PA	PA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	1331	BBB	2350 Lincoln Highway East Suite 100	Lancaster, PA	PA
Store Lease	336	BBB	20 West Road	Newtown, PA	PA
Store Lease	1327	BBB	500 Shoppes at Stroud	Stroudsburg, PA	PA
Store Lease	449	BBB	1015 Main Street	Warrington, PA	PA
Store Lease	251	BBB	1223 Whitehall Mall	Whitehall, PA	PA
Store Lease	377	BBB	435 Arena Hub Plaza	Wilkes-Barre, PA	PA
Store Lease	577	BBB	San Patricio Plaza	Guaynabo, PR	PR
Store Lease	550	BBB	288 East Main Road	Middletown, RI	RI
Store Lease	372	BBB	1500 Bald Hill Road Suite B	Warwick, RI	RI
Store Lease	437	BBB	146 Station Drive	Anderson, SC	SC
Store Lease	298	BBB	1460 Fording Island Road, Suite 100	Bluffton, SC	SC
Store Lease	592	BBB	946 Orleans Road	Charleston, SC	SC
Store Lease	199	BBB	136 Harbison Boulevard	Columbia, SC	SC
Store Lease	349	BBB	1117 Woodruff Road	Greenville, SC	SC
Store Lease	237	BBB	1744 Town Centre Way	Mt. Pleasant, SC	SC
Store Lease	772	BBB	2400 Coastal Grand Circle	Myrtle Beach, SC	SC
Store Lease	1333	BBB	1365 Eglin Street	Rapid City, SD	SD
Store Lease	1149	BBB	3800 South Louise Avenue	Sioux Falls, SD	SD
Store Lease	558	BBB	2040 Hamilton Place Blvd.	Chattanooga, TN	TN
Store Lease	1312	BBB	4610 Merchants Park Circle Suite 501	Collierville, TN	TN
Store Lease	339	BBB	545 Cool Springs Blvd.	Franklin, TN	TN
Store Lease	327	BBB	3211 Peoples Street, Suite 25	Johnson City, TN	TN
Store Lease	1035	BBB	Colonial Pinnacle at Turkey Creek	Knoxville, TN	TN
Store Lease	611	BBB	2615 Medical Center Parkway	Murfreesboro, TN	TN
Store Lease	476	BBB	7657 Highway 70 South	Nashville, TN	TN
Store Lease	121	BBB	2810 Germantown Parkway	Wolfchase, TN	TN
Store Lease	615	BBB	3417 Catclaw Drive	Abilene, TX	TX
Store Lease	352	BBB	3000 Soncy	Amarillo, TX	TX
Store Lease	129	BBB	4000 Retail Conection Way	Arlington, TX	TX

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	97	BBB	5400 Brodie La, Suite 300	Austin, TX	TX
Store Lease	1161	BBB	1201 Barbara Jordan Boulevard Suite #200	Austin, TX	TX
Store Lease	571	BBB	11066 Pecan Park Boulevard, Bldg. 1	Cedar Park, TX	TX
Store Lease	585	BBB	1430 Texas Avenue South	College Station, TX	TX
Store Lease	1117	BBB	Conroe Village Shopping Center 2920 I-45	Conroe, TX	TX
Store Lease	502	BBB	4717 S. Padre Island Drive,	Corpus Christi, TX	TX
Store Lease	1069	BBB	25839 US Highway 290	Cypress, TX	TX
Store Lease	82	BBB	8005 Park Lane	Dallas, TX	TX
Store Lease	557	BBB	2315 Colorado Boulevard, Suite 180	Denton, TX	TX
Store Lease	1291	BBB	655 Sunland Park Drive	El Paso, TX	TX
Store Lease	1212	BBB	2800 Highway 121 Suite 600	Euless, TX	TX
Store Lease	1403	BBB	6101 Long Prairie Road, Suite 200	Flower Mound, TX	TX
Store Lease	330	BBB	4931 Overton Ridge Blvd.	Fort Worth, TX	TX
Store Lease	404	BBB	2930 Preston Road	Frisco, TX	TX
Store Lease	442	BBB	3102 Kirby Drive	Houston, TX	TX
Store Lease	88	BBB	10515 Katy Freeway, Suite A	Houston, TX	TX
Store Lease	45	BBB	17355 Tomball Parkway Suite 1J	Houston, TX	TX
Store Lease	116	BBB	20514 Highway 59N	Humble, TX	TX
Store Lease	272	BBB	24600 Katy Freeway	Katy, TX	TX
Store Lease	1365	BBB	422 W. Loop 281 Suite 200	Longview, TX	TX
Store Lease	632	BBB	2624 W Loop 289	Lubbock, TX	TX
Store Lease	535	BBB	620 E. Expressway 83	McAllen, TX	TX
Store Lease	825	BBB	2975 Craig Street	McKinney, TX	TX
Store Lease	514	BBB	2705 N. Mesquite Drive	Mesquite, TX	TX
Store Lease	318	BBB	3001-A101 West Loop 250 North	Midland, TX	TX
Store Lease	61	BBB	801 West 15th Street, Suite D	Plano, TX	TX
Store Lease	1024	BBB	963 East Interstate Highway 30	Rockwall, TX	TX
Store Lease	305	BBB	2701-A Parker Drive	Round Rock, TX	TX

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	134	BBB	11745 IH 10 West, Suite 750	San Antonio, TX	TX
Store Lease	1002	BBB	6001 North West Loop 410	San Antonio, TX	TX
Store Lease	430	BBB	1730 N. FM 1604 East	San Antonio, TX	TX
Store Lease	1107	BBB	1050 McKinley Place Drive	San Marcos, TX	TX
Store Lease	1317	BBB	8262 Agora Parkway	Selma, TX	TX
Store Lease	341	BBB	2930 East Southlake Blvd.	Southlake, TX	TX
Store Lease	126	BBB	12520 Fountain Lake Circle	Stafford, TX	TX
Store Lease	67	BBB	TBD	TBD	TX
Store Lease	547	BBB	4820 S. Broadway	Tyler, TX	TX
Store Lease	769	BBB	4633 S Jack Kultgen Expressway	Waco, TX	TX
Store Lease	51	BBB	19801 Gulf Freeway, Suite 1000	Webster, TX	TX
Store Lease	504	BBB	1560 Lake Woodlands Drive	Woodlands, TX	TX
Store Lease	783	BBB	4113 Riverdale Road	Ogden, UT	UT
Store Lease	294	BBB	1169 Wilmington Ave	Salt Lake City, UT	UT
Store Lease	1260	BBB	10433 South State Street	Sandy, UT	UT
Store Lease	292	BBB	50 West 1300 South	South Orem, UT	UT
Store Lease	777	BBB	844 W. Telegraph Steet	Washington CIty, UT	UT
Store Lease	110	BBB	975A N. Emmet Street	Charlottesville, VA	VA
Store Lease	393	BBB	45575 Dulles Eastern Plaza	Dulles, VA	VA
Store Lease	29	BBB	5810 Crossroad Center	Falls Church, VA	VA
Store Lease	765	BBB	3700 Plank Road	Fredericksburg, VA	VA
Store Lease	156	BBB	10050 West Broad Street	Glen Allen, VA	VA
Store Lease	192	BBB	11609 Midlothian Turnpike	Midlothian, VA	VA
Store Lease	172	BBB	12132 A Jefferson Ave.	Newport News, VA	VA
Store Lease	114	BBB	220 Constitution Drive	Virginia Beach, VA	VA
Store Lease	780	BBB	14101 Crossing Place	Woodbridge, VA	VA
Store Lease	1112	BBB	Green Mountain Shopping Plaza	Rutland, VT	VT
Store Lease	181	BBB	115 Trader Lane	Williston, VT	VT
Store Lease	1336	BBB	1915 Marketplace Drive	Burlington, WA	WA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	250	BBB	3115 196th Street, SW	Lynnwood, WA	WA
Store Lease	1129	BBB	2405 4th Avenue West	Olympia, WA	WA
Store Lease	417	BBB	4102-D South Meridian Street	Puyallup, WA	WA
Store Lease	1207	BBB	401 NE Northgate Way Suite 2100	Seattle, WA	WA
Store Lease	1372	BBB	9991 Mickelberry Road NW, Unit 103	Silverdale, WA	WA
Store Lease	362	BBB	5628 North Division Street	Spokane, WA	WA
Store Lease	371	BBB	240 Andover Park West	Tukwila, WA	WA
Store Lease	1130	BBB	Mill Plain Crossing	Vancouver, WA	WA
Store Lease	839	BBB	825 Pilgrim Way	Green Bay, WI	WI
Store Lease	402	BBB	5445 South 76th Street	Greendale, WI	WI
Store Lease	132	BBB	215 Junction Road	Madison, WI	WI
Store Lease	3031	bbBaby	4351 Creekside Ave.	Hoover, AL	AL
Store Lease	3022	bbBaby	2640 W. Chandler Blvd.	Chandler, AZ	AZ
Store Lease	3119	bbBaby	7375 W Bell Rd	Peoria, AZ	AZ
Store Lease	3023	bbBaby	10080 N. 90th Street	Scottsdale, AZ	AZ
Store Lease	3118	bbBaby	1660 Millenia Avenue	Chula Vista, CA	CA
Store Lease	3108	bbBaby	149 Serramonte Center	Daly City, CA	CA
Store Lease	3058	bbBaby	7621 Laguna Blvd	Elk Grove, CA	CA
Store Lease	3063	bbBaby	1014 N. El Camino Real	Encinitas, CA	CA
Store Lease	3048	bbBaby	7458 North Blackstone Avenue	Fresno, CA	CA
Store Lease	3084	bbBaby	25322 El Paseo	Mission Viejo, CA	CA
Store Lease	3055	bbBaby	3250 Buskirk Ave Suite 300-A	Pleasant Hill, CA	CA
Store Lease	3096	bbBaby	11530 4th Street, Suite 125	Rancho Cucamonga, CA	CA
Store Lease	3097	bbBaby	27651 San Bernardino Avenue	Redlands, CA	CA
Store Lease	3034	bbBaby	5353 Almaden Expressway Suite A 100	San Jose, CA	CA
Store Lease	3088	bbBaby	TBD	TBD	CA
Store Lease	3043	bbBaby	40438 Winchester Road	Temecula, CA	CA
Store Lease	3076	bbBaby	3700 West Torrance Blvd	Torrance, CA	CA
Store Lease	3099	bbBaby	6621 Fallbrook Avenue, Unit B	West Hills, CA	CA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3095	bbBaby	22999 Savi Ranch Parkway	Yorba Linda, CA	CA
Store Lease	3105	bbBaby	6492 South Parker Road	Aurora, CO	CO
Store Lease	3132	bbBaby	5134 South Wadsworth Boulevard	Littleton, CO	CO
Store Lease	3138	bbBaby	9420 Sheridan Boulevard	Westminster, CO	CO
Store Lease	3121	bbBaby	1445 New Britain Avenue	West Hartford, CT	CT
Store Lease	3046	bbBaby	501 West Main St	Newark, DE	DE
Store Lease	3072	bbBaby	130 E. Altamonte Dr. Suite #1000	Altamonte Springs, FL	FL
Store Lease	3029	bbBaby	11345 Causeway Blvd	Brandon, FL	FL
Store Lease	3015	bbBaby	2035 N. University Drive	Coral Springs, FL	FL
Store Lease	3025	bbBaby	8241 West Flagler Street Suite 100	Miami, FL	FL
Store Lease	3074	bbBaby	3206 East Colonial Drive	Orlando, FL	FL
Store Lease	3049	bbBaby	11350-11360 Pines Blvd	Pembroke Pines, FL	FL
Store Lease	3071	bbBaby	TBD	TBD	FL
Store Lease	3033	bbBaby	7121 North Point Parkway	Alpharetta, GA	GA
Store Lease	3019	bbBaby	242 Robert C. Daniels Jr. Parkway	Augusta, GA	GA
Store Lease	3100	bbBaby	2555 Cobb Place Lane NW, Suite 50	Kennesaw, GA	GA
Store Lease	3056	bbBaby	1670 Scenic Hwy N Suite 124	Snellville, GA	GA
Store Lease	3073	bbBaby	4100 University Ave, Suite 115	W. Des Moines, IA	IA
Store Lease	3040	bbBaby	5540 Northwest Hwy	Crystal Lake, IL	IL
Store Lease	3009	bbBaby	1556 Butterfield Road	Downers Grove, IL	IL
Store Lease	3064	bbBaby	324 S. Route 59	Naperville, IL	IL
Store Lease	3017	bbBaby	580 E. Golf Road	Schaumburg, IL	IL
Store Lease	3140	bbBaby	425 East University Drive	Granger, IN	IN
Store Lease	3016	bbBaby	1230 N. US 31 Suite A	Greenwood, IN	IN
Store Lease	3051	bbBaby	4030 East 82nd Street	Indianapolis, IN	IN
Store Lease	3057	bbBaby	12055 Metcalf Avenue	Overland Park, KS	KS

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3104	bbBaby	2756 N. Greenwich Ct.	Wichita, KS	KS
Store Lease	3042	bbBaby	2321 Sir Barton Way	Lexington, KY	KY
Store Lease	3120	bbBaby	5919 Bluebonnet Blvd	Baton Rouge, LA	LA
Store Lease	3060	bbBaby	160 Granite Street	Braintree, MA	MA
Store Lease	3001	bbBaby	683 Rockville Pike	Rockville, MD	MD
Store Lease	3012	bbBaby	42595 Ford Road	Canton, MI	MI
Store Lease	3047	bbBaby	4100 28th Street SE	Kentwood, MI	MI
Store Lease	3137	bbBaby	28512 Telegraph Road	Southfield, MI	MI
Store Lease	3011	bbBaby	13361 Hall Road	Utica, MI	MI
Store Lease	3065	bbBaby	9160 Hudson Road	Woodbury, MN	MN
Store Lease	3070	bbBaby	15355A Manchester Road	Ballwin, MO	MO
Store Lease	3062	bbBaby	20000 East Jackson Drive	Independence, MO	MO
Store Lease	3090	bbBaby	3200 Laclede Station, Suite D	St. Louis, MO	MO
Store Lease	3024	bbBaby	9555 South Blvd.	Charlotte, NC	NC
Store Lease	3131	bbBaby	8050 Concord Mills Boulevard	Concord, NC	NC
Store Lease	3115	bbBaby	2716 Freedom Parkway	Fayetteville, NC	NC
Store Lease	3050	bbBaby	3121 Market Center Drive	Morrisville, NC	NC
Store Lease	3101	bbBaby	12204 K Plaza	Omaha, NE	NE
Store Lease	3028	bbBaby	213 Daniel Webster Highway	Nashua, NH	NH
Store Lease	3037	bbBaby	711 Route 28	Bridgewater, NJ	NJ
Store Lease	3010	bbBaby	1590 Kings Highway North	Cherry Hill, NJ	NJ
Store Lease	3094	bbBaby	530 W. Mount Pleasant Avenue	Livingston, NJ	NJ
Store Lease	3003	bbBaby	Route 17 North	Paramus, NJ	NJ
Store Lease	3092	bbBaby	TBD	TBD	NJ
Store Lease	3006	bbBaby	TBD	TBD	NJ
Store Lease	3081	bbBaby	310 Rt. 36	West Long Branch, NJ	NJ
Store Lease	3130	bbBaby	675 U.S. 1	Woodbridge Township, NJ	NJ
Store Lease	3087	bbBaby	2451 San Mateo Boulevard NE Suite D	Albuquerque, NM	NM
Store Lease	3136	bbBaby	535 North Stephanie Street	Henderson, NV	NV
Store Lease	3112	bbBaby	2315 Summa Drive, Suite 120	Summerlin, NV	NV

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3083	bbBaby	1261 Niagara Falls Boulevard, #1	Amherst, NY	NY
Store Lease	3036	bbBaby	1440 Central Avenue	Colonie, NY	NY
Store Lease	3005	bbBaby	895 East Gate Boulevard	Garden City East, NY	NY
Store Lease	3007	bbBaby	220 W. 26th Street	New York, NY	NY
Store Lease	3002	bbBaby	1019 Central Park Avenue	Scarsdale, NY	NY
Store Lease	3013	bbBaby	3749 Easton Market	Columbus, OH	OH
Store Lease	3116	bbBaby	6146 Wilmington Pike	Dayton, OH	OH
Store Lease	3044	bbBaby	5255 Deerfield Blvd.	Mason, OH	OH
Store Lease	3093	bbBaby	4045 Richmond Road	Warrenville Heights, OH	OH
Store Lease	3129	bbBaby	292 Main Street	Westlake, OH	OH
Store Lease	3053	bbBaby	10017 East 71st Street	Tulsa, OK	OK
Store Lease	3124	bbBaby	3485 SW Cedar Hills Blvd.	Beaverton, OR	OR
Store Lease	3128	bbBaby	TBD	TBD	OR
Store Lease	3103	bbBaby	751 Horsham Road, Unit B1	Montgomeryville, PA	PA
Store Lease	3026	bbBaby	1915 Whitehall Mall	Whitehall, PA	PA
Store Lease	3032	bbBaby	1117 Woodruff Road	Greenville, SC	SC
Store Lease	3110	bbBaby	2000 Mallory Lane, Suite 400	Franklin, TN	TN
Store Lease	3086	bbBaby	202 Morrell Road	Knoxville, TN	TN
Store Lease	3018	bbBaby	5400 Brodie Lane, Suite 400	Austin, TX	TX
Store Lease	3117	bbBaby	5001-183A Toll Road, Suite i100	Cedar Park, TX	TX
Store Lease	3054	bbBaby	4648 SW Loop 820	Fort Worth, TX	TX
Store Lease	3039	bbBaby	2930 Preston Rd Suite 600	Frisco, TX	TX
Store Lease	3091	bbBaby	17355 Tomball Pkwy, Suite 1K	Houston, TX	TX
Store Lease	3122	bbBaby	20416 Highway 59N	Humble, TX	TX
Store Lease	3052	bbBaby	1451 West Pipeline Rd.	Hurst, TX	TX
Store Lease	3109	bbBaby	24600 Katy Freeway, Suite 200	Katy, TX	TX
Store Lease	3111	bbBaby	500 N. Jackson Road, A-2	Pharr, TX	TX
Store Lease	3021	bbBaby	2712 N. Central Expressway	Plano, TX	TX
Store Lease	3125	bbBaby	522 Northwest Loop 410	San Antonio, TX	TX
Store Lease	3106	bbBaby	2941 E. State Highway 114,	Southlake, TX	TX
Store Lease	3126	bbBaby	12710 Fountain Lake Circle	Stafford, TX	TX

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3027	bbBaby	TBD	TBD	TX
Store Lease	3134	bbBaby	8930 South Broadway Avenue	Tyler, TX	TX
Store Lease	3067	bbBaby	19801 Gulf Freeway Ste. 800	Webster, TX	TX
Store Lease	3066	bbBaby	10230 South State Street	Sandy, UT	UT
Store Lease	3113	bbBaby	24670 Dulles Landing Drive,	Dulles, VA	VA
Store Lease	3008	bbBaby	6398 Springfield Plaza	Springfield, VA	VA
Store Lease	3080	bbBaby	2700 Potomac Mills Circle Suite 100	Woodbridge, VA	VA
Store Lease	3098	bbBaby	17686 Southcenter Parkway	Tukwila, WA	WA
Store Lease	3038	bbBaby	665 Main Street	Brookfield, WI	WI
Store Lease	3139	bbBaby	TBD	TBD	WI

SCHEDULE B **Compensation**

A. Definitions

“Document” - shall be defined as an amendment or agreement generated by the Company, a Landlord or third party, that modifies a Lease in any manner. For the avoidance of doubt, a Document also shall include any letter agreement or other binding written communication (including, but not limited to, an e-mail communication) from a Landlord or third party consenting to the applicable Service.

“Early Termination Right” - shall be defined as the Company’s exclusive right to terminate the Lease prior to the expiration date of the Lease.

“Gross Occupancy Cost” - shall be defined as the sum of the remaining base rent, any annual increases, percentage rent, CAM, taxes, insurance, rental tax, marketing and merchants’ association charges, utility charges, HVAC usage charges, trash removal charges, sprinkler usage charges, unpaid rents, or any other sums due to the Landlord under a particular Lease as of the Agreement Date. For clarification purposes, Gross Occupancy Cost is calculated using the first date that the Service commences (i.e., the date that the rent reduction commences) through the earlier of the end of the Lease term in effect as of the Agreement Date (or longer if a Lease extension is also requested and negotiated by A&G on behalf of the Company) or when the Service is no longer in effect. CAM, taxes, insurance, marketing and merchants’ association charges and all other applicable charges will be calculated using the last available full year charge for each item (which may be a calendar year or a lease year, depending upon which is the most recent full year charge available). In the event that rent increases periodically based upon the change in the Consumer Price Index (CPI), the assumed annual CPI increase shall be four percent (4%).

“Monetary Lease Modification” - shall be defined as any modification to or inclusion of additional provisions relating to the monetary terms of a Lease agreement, including, but not limited to, reduction in rent/other Lease charges, reduction in Lease Term, reduction in Lease space, termination of/waiver of/free rent or other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction in square footage of premises covered by a Lease, reduction in the termination/kick out notice provision, the granting of tenant allowance or capital improvement dollars from the Landlord, the waiver of Company’s capital expenditure obligations, extensions of existing rent reductions past their original end date, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, reductions in or returns of security deposits and FF&E if otherwise non-refundable (either pursuant to the terms of the Lease or as determined by the Landlord), or any other amendment to a Lease that results in Occupancy Cost Savings to the Company.

“Lease Termination” - shall be defined as the termination or assignment of a Lease consented to by the Landlord pursuant to which the Company is relieved of all future obligations under that Lease.

“New Gross Occupancy Cost” - shall be defined as the reduced Gross Occupancy Cost that results from a Lease Modification or any other amendment to the Lease.

“Non-Monetary Lease Modification” - shall be defined as any modification to the non-monetary terms of a Lease agreement, including, but not limited to, change of use, co-tenancy clause, sublease rights, the negotiation of a lease extension, the granting of an additional option term or terms, an amendment to the current option term or terms (Early Termination Right fees are set forth separately for fee purposes), relocation of Lease spaces that do not result in a reduction in Gross Occupancy Cost and any other amendments to the Lease that is or would be beneficial to the Company that do not fall within the above definition of Monetary Lease Modifications.

“Occupancy Cost Savings” - shall be defined as the difference between the original Gross Occupancy Cost and the New Gross Occupancy Cost for the period from the earlier of the effective date of a Document, the date in which the Lease Modification or other Service becomes effective or the date in which A&G becomes entitled to its Fees under the terms herein, through the end of the Lease Term or the Revised Lease Term pursuant to the terms of the Services, less any payment(s) or costs payable by the Company to effectuate the Lease Modification or other Service, excluding legal fees. **“Lease Term”** shall be defined as the commencement date and expiration date of the Lease as set forth in the Lease as of the Agreement Date. **“Revised Lease Term”** shall be defined as the new Lease expiration date pursuant to any Lease extensions obtained by A&G on behalf of the Company. For example, if a Service includes a Monetary Lease Modification and an extension of the Lease, the Occupancy Cost Savings shall be applicable through the duration of the Lease extension (i.e., the Revised Lease Term).

Occupancy Cost Savings include, but are not limited to, reduction in rent/other Lease charges, reduction in term, reduction in Lease space, termination of/waiver of/free rent or other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction of unamortized tenant allowance, reduction or elimination of the obligation to repay tenant allowance to the Landlord, reduction or elimination of the requirement to improve the Lease space that have a direct monetary benefit to the Company, the granting of tenant allowance or capital improvement dollars from Landlord or Landlord improvements to the property, the waiver of Company’s capital expenditure obligations, reduction in square footage of premises covered by a Lease, extensions of existing rent reductions past their original end date, any lease extensions that result in a rent decrease, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, or any or any other amendment to a Lease that results in direct monetary savings to the Company.

For Occupancy Cost Savings resulting from the extension of a rent reduction past the Lease Term in effect as of the Agreement Date, the savings shall be based upon the original rent

and option rent set forth in the Lease, allocated proportionately to the time period during the Lease Term and the extended term, as the case may be. For example purposes only, if A&G obtains a 4-year rent reduction and only 2 years remain on the Lease Term, A&G's fee will be based upon the blended Occupancy Costs Savings resulting from the reduced rent as compared to the rent in effect during the Term for a period of 2 years, and the Occupancy Costs Savings resulting from the reduced rent as compared to the option rent set forth in the Lease, provided the Company exercises such option. For Occupancy Cost Savings resulting from lease extensions where there is no rent increase, the savings shall be based upon the option price for the period of the duration of the extension or if there is no option price, the rent price for the immediately preceding period.

In the event base or gross rent (i.e., contract rent) is converted to percentage rent based on sales, Occupancy Cost Savings will be calculated based on the difference between the contract rent and the percentage rent using sales figures for the twelve (12) months ended June 30, 2022.

“Sublease” – shall be defined as the renting to a new tenant of a portion or the entirety of a premises subject to a Lease.

“Non-Store Lease” – shall be defined as any Lease on Schedule A that pertains to a non-store location, including without limitation, for any warehouse or office space.

B. **Fees**

A&G shall be compensated for the Services as follows:

1. **Security Retainer**. The Company shall pay A&G a security retainer in the amount of one hundred thousand dollars (\$100,000) upon execution of this Agreement. The security retainer shall be non-refundable and shall be applied to the final invoice for fees and expenses due under the terms of this Agreement. To the extent the Security Retainer exceeds the amount of the final invoice for undisputed fees and expenses payable under this Agreement, A&G shall pay the excess amount back to the Company within 30 days of this Agreement's expiration or earlier termination.
2. **Monetary Lease Modifications**. For each Monetary Lease Modification obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee, for each Lease, in the amount of (i) two and a half percent (2.5%) of the Occupancy Cost Savings in years 1 through 5 of remaining Lease term and two percent (2.0%) of the Occupancy Cost Savings in any years remaining thereafter, per Lease plus (ii) two percent (2.0%) any consideration paid to the Company by or on behalf of a Landlord for any Monetary Lease Modification regardless of year in which paid (the “**Monetary Lease Modification Consideration**”); provided that for any Non-Store Lease, the fee shall be in the amount of two percent (2%) of the Monetary Lease Modification Consideration.

3. Lease Terminations. For each Lease Termination obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee, for each Lease, in the amount of (i) two and a half percent (2.5%) of the Occupancy Cost Savings in years 1 through 5 of remaining Lease term and two percent (2.0%) of the Occupancy Cost Savings in any years remaining thereafter, per Lease plus (ii) two percent (2.0%) any consideration paid to the Company by or on behalf of a Landlord or a new tenant including the return of any security deposits regardless of year in which paid (subparts (i) and (ii), collectively, the "Lease Termination Consideration"); provided that for any Non-Store Lease, the fee shall be in the amount of two percent (2%) of the Lease Termination Consideration.
4. Sublease. For each Sublease obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee (the "Sublease Fee"), for each Sublease, in the amount of three percent (3%) of the total gross rent to be paid to the Company during the original term of the Sublease (the "Sublease Consideration"); provided that for any Sublease of a Non-Store Lease, the fee shall be two percent (2%) of the Sublease Consideration. In the event a broker fee is to be paid to the broker of a subtenant, the Sublease Fee shall be five percent (5%) of the Sublease Consideration for the Sublease of a Lease; provided that for any Sublease of a No-Store Lease, the Sublease Fee shall be three percent (3%) of the Sublease Consideration, with A&G to have sole responsibility to pay any broker's commission.
5. Non-Monetary Lease Modifications. For each Non-Monetary Lease Modification obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee of \$750.00 per Lease.
6. Early Termination Rights. For each Early Termination Right obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee equal to one-fourth ($\frac{1}{4}$) of one (1) month's Gross Occupancy Cost per Lease.
7. Broader Transaction. For the avoidance of doubt, in the event any Leases are assigned to a buyer as part of a broader transaction, including with respect to a going concern sale, including without limitation, as to individual concepts such as buy buy Baby or as to certain geographies such as Canada or Mexico, A&G shall not earn a fee on any consideration paid to the Company by or on behalf of such buyer. A&G shall, however, earn a fee for any individual Lease(s) included in such broader transaction for any such individual Lease with respect to which a Fee Event has occurred prior to the closing of such broader transaction.

C. Payment of Fees.

A&G shall provide the Company with a deal sheet with the terms of the proposed Lease Modification, Lease Termination, Sublease or Early Termination Right (the "Deal

Sheet"). For clarification purposes, a Deal Sheet can include, but not be limited to, an email or other written communication from A&G setting forth the terms of the proposed Service. If the Company approves the terms of the Deal Sheet in writing, which approval shall be in the Company's sole and absolute discretion, and either (x) (i) the Company and the applicable Landlord or other third party (if applicable) each execute and unconditionally deliver a Document pursuant to which a Lease Termination or Sublease is consummated, (ii) such Document contains terms that are substantially the same as the terms in the Deal Sheet, and (iii) all conditions precedent to the effectiveness of such Document are satisfied, then A&G shall be entitled to, and shall be paid, its fees in accordance with the above fee structure, or (y) (I) the applicable Landlord or other third party (if applicable) executes and delivers a Document pursuant to which a Lease Modification or Early Termination Right would be consummated upon execution and delivery of such Document by the Company, (II) such Document contains terms that are substantially the same as the terms in the Deal Sheet, and (III) all conditions precedent to the effectiveness of such Document are satisfied (other than the Company's execution and delivery thereof), but the Company elects not to execute and deliver such Document notwithstanding that such Document contains terms that are the same terms as the Deal Sheet, then A&G shall be entitled to, and shall be paid, its fees in accordance with the above fee structure (the occurrence of either of the events described in clauses (x) and (y) above being referred to herein as a "Fee Event"). The Deal Sheet shall be in the form attached hereto as Exhibit D.

The Company shall pay all undisputed fees to A&G within twenty-one (21) days of the receipt of an invoice therefor.

SCHEDULE C

A&G Weekly Reporting Template

[On file with the Debtors]

SCHEDULE D

A&G Deal Sheet Template

[On file with the Debtors]

Exhibit 2

Real Estate Services Agreement Amendment

**FIRST AMENDMENT TO REAL ESTATE SERVICES
AGREEMENT WITH BED BATH & BEYOND, INC.**

This Amendment (the “Amendment”) is made as of January 27, 2023 (the “Amendment Date”), to the Real Estate Services Agreement by and between **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), and **BED BATH & BEYOND, INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (including its affiliates and subsidiaries, collectively the “Company” and, together with A&G, collectively the “Parties” and, individually, a “Party”).

WITNESSETH:

WHEREAS, the Parties entered into a Real Estate Services Agreement (the “Original Agreement”) dated as of August __, 2022; and

WHEREAS, the Parties wish to amend the Original Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. The Term (as defined in the Original Agreement) of the Original Agreement hereby is extended through July 31, 2023, or until the Services are completed.
2. New Section 33 is added as follows:
 33. Bankruptcy.
 - a. In the event the Company files for bankruptcy protection during the Term of this Agreement, the Company shall apply promptly to the Bankruptcy Court for an order, in a form acceptable to A&G, authorizing the Company to retain and compensate A&G in accordance with the terms of this Agreement and to use its best efforts to obtain such order. The Company shall (a) seek the hiring and retention of A&G under sections 327 and 328 of the Bankruptcy Code and (b) file any applications necessary and otherwise assist A&G in obtaining Bankruptcy Court approval of the payment of its fees and costs hereunder. The Company shall provide A&G with a copy of the pleadings requesting retention of A&G prior to submission to the Bankruptcy Court for A&G’s review and comments and advise A&G of any objection or hearings pertaining to A&G’s retention. The order

authorizing A&G's retention must be reasonably acceptable to A&G and A&G's obligations hereunder are conditioned upon the grant of such order. Furthermore, if such order is not obtained within sixty days from the date that it is filed, A&G shall have the right to terminate this Agreement at any time thereafter. If a reasonably acceptable order is not obtained authorizing A&G's services and fees as set forth herein, the Company agrees to amend the application in conjunction with A&G and request a hearing to consider the application. In the event the Company is unable to obtain a reasonably acceptable order authorizing the hiring and retention of A&G under the terms of this Agreement and the Agreement is terminated, A&G reserves the right to seek a substantial contribution claim for any rights or obligations incurred or accrued prior to such termination.

- b. Before finalizing any cash collateral/debtor in possession financing budget with its secured lender and filing same with the Bankruptcy Court, the Company shall provide A&G with a reasonable opportunity to review and provide input into the budget regarding its estimated fees and expenses during the relevant budget period(s).
3. New definition is added to **Section A (Definitions) of SCHEDULE B (Compensation)** as follows:

"Gross Proceeds" - shall be defined as the total consideration paid or payable to the Company by a landlord, investor, purchaser, or any other party to either waive, terminate, sublease, or purchase a Lease or any right related to a Lease. It includes, but is not limited to, cash and any other form of currency paid or waived by the Landlord, sub-tenant or other third party to the Company in relation to a Lease Sale. This list is not meant to be exhaustive and Gross Proceeds shall include any consideration or other quantifiable economic benefit paid or payable to the Company in conjunction with a Lease Sale, including all (i) Company debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness "credit bid" at any sale), and (ii) amounts placed in escrow and deferred, contingent payments and installment payments.
4. New Subsections 8-10 are added to **Section B (Fees) of SCHEDULE B (Compensation)** as follows:

8. **Lease Sales.** For each assignment or other disposition of a Lease obtained by A&G on behalf of the Company to a third party, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Gross Proceeds per Lease.
9. **Lease Valuations.** If requested by the Company, for each valuation of a Lease provided by A&G to the Company, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500) per Lease.

10. Landlord Consents. If requested by the Company, for each consent obtained by A&G to extend the Company's time to assume or reject a Lease as a part of any applicable Chapter 11 case, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500) per Lease.

All other terms and conditions of the Original Agreement shall be unaffected by this Amendment and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Date.

BED BATH & BEYOND, INC.

By: 
Name: David Kastin
Title: EVP - Chief Legal Officer

A&G REALTY PARTNERS, LLC

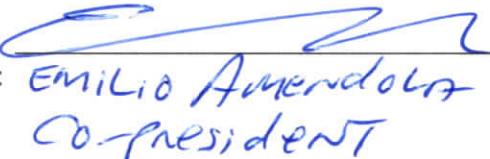
By: 
Name: Emilio Amendola
Title: Co-president

Exhibit 3

Co-Broker Real Estate Services Agreement



**REAL ESTATE SERVICES AGREEMENT
AMONG A&G REALTY PARTNERS, LLC, JONES LANG
LASALLE AMERICAS, INC., AND BED BATH AND BEYOND
INC.**

This Real Estate Services Agreement including the Schedules attached hereto (collectively the “Agreement”) is made as of May 11, 2023 (the “Agreement Date”), by and among **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), **JONES LANG LASALLE AMERICAS, INC.**, a Maryland corporation, with an address of 101 Wood Avenue South, Suite 410, Iselin, New Jersey 08830 (“JLL” and, together with A&G, the “RE Advisors”), and **BED BATH & BEYOND, INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (the “Company” and, together with the RE Advisors, collectively, the “Parties” and, individually, a “Party”).

WITNESSETH:

WHEREAS, on April 23, 2023, the Company and 73 affiliated debtors (collectively, the “Debtors”) each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) bearing Case No. 23-13359 (VFP) (administratively consolidated);

WHEREAS, the Company (or one or more of the Debtors) (i) owns certain property located at 2436 Penny Road, Claremont, North Carolina (the “Property”) and (ii) is the tenant under the leases for warehouse space more particularly identified on the attached Schedule A (collectively, the “Leases” and, individually, a “Lease”); and

WHEREAS, under the terms and conditions contained in this Agreement, and subject to Bankruptcy Court approval, the Company, on behalf of itself and the other Debtors, desires to retain the RE Advisors, and the RE Advisors are willing to provide the Services (as defined below) to the Company.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In accordance with the terms and conditions of this Agreement, and subject to Bankruptcy Court approval pursuant to Sections 327 and 328 of the Bankruptcy Code, the RE Advisors will provide the Company with the following services (collectively, the “Services”):
 - a. Ascertain the Company’s goals, objectives and financial parameters with respect to the sale of the Leases (each, a “Lease Sale”) and the Property (the “Property Sale”);
 - b. Prepare and implement a marketing plan to sell the Leases and the Property;
 - c. Conduct a sale process for the Leases and the Property;

- d. Represent the Company in, and negotiate, the sale of the Leases and the Property;
 - e. Assist the Company and its counsel in the documentation of sale transactions involving the Leases and the Property; and
 - f. Report periodically to the Company regarding the status of the project.
2. Term of Agreement. Subject to Section 12 herein, this Agreement shall be for a term of six (6) months following the Agreement Date (the “Term”) or until the Services are completed. The Term may be extended or renewed by written agreement of the Parties.
3. Compensation. The RE Advisors shall earn and be paid a fee in the amount of three percent (3%) of the Gross Proceeds of a Lease Sale or the Property Sale (the “Fee”). “Gross Proceeds” shall be defined as the amount of total consideration paid or payable, or otherwise to be received by the Debtors in connection with the sale of the Property or any Leases including all (i) cash, securities or other property, (ii) any debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness “credit bid” at any sale), and (iii) amounts placed in escrow and deferred, contingent payments and installment payments. With respect to a Lease Sale, “Gross Proceeds” also shall include any form of currency waived by a landlord of that Lease. The Fee shall be paid at the closing on each Lease Sale or the Property Sale, as the case may be. The RE Advisors shall file a final fee application under Section 328 of the Bankruptcy Code in connection with the Fee and any Marketing Expenses. The Fee shall be shared equally between the RE Advisors.
4. Additional Services. The RE Advisors may provide additional services requested by the Debtors that are not otherwise specifically provided for in this Agreement. Any additional services will be mutually agreed upon by the Parties and documented in a separate written agreement.
5. Recordkeeping. The Services to be provided by the RE Advisors pursuant to this Agreement are, in general, transactional in nature. Accordingly, the RE Advisors will not bill the Company by the hour or maintain time records.
6. Expenses and Disbursements. The Debtors shall reimburse the RE Advisors for their reasonable, documented out-of-pocket expenses (including, but not limited to, marketing and travel) incurred in connection with its retention and provision of Services (the “Marketing Expenses”), provided, the Marketing Expenses shall be approved in advance by the Company (it is estimated that the Marketing Expenses shall not exceed approximately \$20,000). Additionally, any legal fees and expenses incurred by the RE Advisors as a result of responding to any litigation or other type of inquiry, deposition or otherwise relating to the Services or this Agreement shall be reimbursed by the Debtors to the RE Advisors. Any undisputed reimbursable

expenses shall be paid to the RE Advisors within five (5) business days of receipt of an invoice therefor, except as otherwise provided by the Bankruptcy Court.

7. Exclusive. During the Term of this Agreement, the RE Advisors shall have the sole and exclusive authority to perform the Services. All relevant inquiries regarding the Property or any Leases made to the Debtors, their agents or representatives (including professionals) shall be directed to the RE Advisors, *provided, however,* that nothing herein shall prohibit the Company's employees from communicating with a landlord of such Lease relating to day-to-day operations at the premises of such landlord. In the event the Debtors enter into an agreement for the sale of the Property or any Lease during the term of this Agreement, then regardless of the identity of the purchaser or the person who introduced such purchaser to the Debtors, or the date of closing thereunder, the RE Advisors shall be entitled to the Fee pursuant to the terms of Section 3 of this Agreement payable upon the closing of the transaction.
8. Information. The Company shall make available to the RE Advisors such documents and other information which in the reasonable judgment of the RE Advisors are necessary or appropriate for the fulfillment of their assignment hereunder and the proper marketing of the Property and the Leases. All documents and information supplied to the RE Advisors by the Company shall, to the best of the Company's knowledge, be complete and accurate and the Company shall correct any information which it learns is incomplete or inaccurate. The Company understands that the information provided to the RE Advisors may be used in the preparation of marketing materials that will be distributed to prospective purchasers. The Company will be asked to approve all marketing materials in advance of their use. The Company acknowledges and agrees that, as between the RE Advisors and the Company, the Company is responsible for the accuracy and completeness of all information regarding the Property and the Leases that is provided by or at the direction of the Company to third parties. Additionally, the Company agrees to provide to the RE Advisors a copy of the final form of the closing or settlement statement(s) prepared in connection with the closing and settlement of the sale transaction(s).
9. Analysis. To the extent that the RE Advisors prepare any analysis, valuation, appraisal or other report regarding the economic value of the Property or the Leases ("Analysis"), the Company acknowledges and agrees that any such Analysis will be an estimate only and will not constitute a representation, warranty, covenant or guaranty, either expressed or implied, regarding future events or performance. The Company further acknowledges and agrees that the Analysis will be used for its internal purposes only, and will not be disseminated to any third party without the written consent of the RE Advisors.
10. Use of Company Name. The RE Advisors may use the Company's name and logo to identify the Company as one of the RE Advisors' clients.

11. No Authority to Execute Agreements. The RE Advisors shall have no right or power to enter into any agreement in the name of or on behalf of the Company or to otherwise obligate the Company in any manner without the Company's prior written consent or approval.
12. Assignment. Neither Party may delegate or assign its rights and obligations under this Agreement in whole or in part to an unaffiliated third party without the prior written consent of the other Party.
13. Notices. Unless otherwise expressly provided herein or waived in writing by the Party to whom notice is given, any notice or other communication required or permitted hereunder will be effective if given in writing (i) when delivered by hand; (ii) three days after sent by certified mail, return receipt requested; (iii) when delivered by electronic email communication to the email address set forth below and verified by confirmed receipt; or (iv) one day after delivery to a commercial overnight courier, and addressed to the Parties as follows:

To the Company:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Wade Haddad, SVP Real Estate
Email: Wade.Haddad@BedBath.com

With a copy to:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Chief Restructuring Officer
Email: hetlin@alixpartners.com

To A&G:

A&G Realty Partners, LLC
445 Broadhollow Road, Suite 410
Melville, New York 11747
Attn: Emilio Amendola
Tel: (631) 465-9507
Email: emilio@agrep.com

To JLL:

JLL-Northeast Industrial Region
101 Wood Avenue South, Suite 410
Iselin, New Jersey 08830
Attn: Seth Geldzahler, Senior Managing Director
Tel: (732) 491-2170
Email: Seth.Geldzahler@jll.com

14. Representations, Warranties and Covenants. Each Party, severally not jointly, represents that it has all requisite power and authority to enter into this Agreement. This Agreement has been validly authorized by all necessary corporate action and constitutes a legal, valid and binding agreement of the Company and the RE Advisors. Each Party, severally not jointly, represents that this Agreement does not and will not violate any applicable law or conflict with any agreement, instrument, judgment, order or decree to which it is a party or by which it is bound. Furthermore, each Party, severally not jointly, represents and agrees that it will comply with all applicable laws, rules, regulations, orders or decrees during the term of this Agreement in performing its obligations hereunder. Each Party, severally not jointly, agrees to deal with the other fairly and in good faith so as to allow each Party to perform their duties and earn the benefit of this Agreement. The RE Advisors agree to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement.
15. Survival of Fee. In the event the RE Advisors have had, and have documented, substantive discussions regarding a sale of the Property or any Lease with a third party prior to the termination or expiration of the term of this Agreement and a sale of the Property or any Lease by the Company to said third party is consummated within ninety (90) days after the termination or expiration of this Agreement, the RE Advisors shall be entitled to the Fee pursuant to the terms of Section 3 of this Agreement.
16. Indemnification. The Company agrees to indemnify the RE Advisors and their respective affiliates, officers, directors, employees, agents and independent contractors, and hold each of them harmless from and against all third party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services or actions or omissions of the RE Advisors or the Company taken pursuant to this Agreement, (including, but not limited to, any covenants, representations or warranties contained herein) or in any written agreement entered into in connection herewith except to the extent that such claims or liabilities arise as a direct result of the RE Advisors' fraud, gross negligence, or willful misconduct.
17. Limitation on Liability. Neither Party shall be responsible for any indirect, incidental, consequential, exemplary, punitive or other special damages (including, but not limited to, loss of profits and damage to reputation or business) arising under or by reason of this Agreement, the Services or any act or omission hereunder except to the extent of actual fraud, gross negligence, or willful misconduct. Neither Party shall be liable if it is unable to perform its responsibilities hereunder as a result of events beyond its control. Furthermore, except in the event the RE Advisors' errors and omissions policy is available to cover any claims against the RE Advisors hereunder, in no event shall the RE Advisors' liability for a default or breach of this Agreement exceed the amount of fees paid to the RE Advisors hereunder.

18. Binding Effect. No Third-Party Beneficiaries. This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns and except as expressly provided herein, is not intended to confer any rights or remedies upon any person not a party to this Agreement.
19. Waivers and Amendments. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. This Agreement (including the Schedule(s) attached hereto) may not be waived, amended, or modified by either Party unless in writing and signed by all Parties hereto.
20. Severability. If any provision, or any portion of any provision, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties to modify or limit such provision or portion thereof so as to be valid and enforceable to the extent permitted under applicable law. In the event that such provision or portion thereof cannot be modified, then such provision or portion thereof shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.
22. Counterpart Execution/Facsimile and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. Facsimile and electronic signatures on this Agreement and any document contemplated hereby shall be deemed to be original signatures.
23. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey without reference to its conflict of laws rules. Any dispute arising under or resulting from this Agreement shall be resolved exclusively by the Bankruptcy Court.
24. Waiver of Jury Trial. Each of the Parties unconditionally waives, to the extent legally permissible, the right to a jury trial in connection with any claim arising out of or related to this Agreement.
25. Headings/Tenses. The section headings and use of defined terms in the singular or plural tenses in this Agreement are solely for the convenience of the Parties. To the extent that there may be any inconsistency between the headings and/or the tenses and the intended meaning, the intent of the Parties or the provision, the terms of such provision shall govern.
26. No Presumptions. This Agreement shall be deemed drafted by all Parties and there shall be no presumption for or against any Party in the interpretation of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Agreement Date.

BED BATH & BEYOND, INC.

By: Holly Etlin

Name: Holly Etlin

Title: Chief Restructuring Officer and Chief
Financial Officer

A&G REALTY PARTNERS, LLC

By: 

Name: Emilio Amendola

Title: Co-President

JONES LANG LASALLE AMERICAS, INC.

By: David Knee

Name: David Knee

Title: Vice Chairman

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	653	BBB	1001 W. Middlesex Avenue	Port Reading/Carteret, NJ	NJ
Store Lease	677	BBB	2900 S. Valley Parkway	Lewisville, TX	TX
Store Lease	655	BBB	5835 East Ann Road	North Las Vegas, NV	NV
Store Lease	657	BBB	860 John B. Brooks Road	Pendergrass, GA	GA
Store Lease	693	BBB	71 Mall Road	Frackville, PA	PA
Store Lease	650	BBB	3 Enterprise Ave. N	Secaucus, NJ	NJ
Store Lease	8671	BBB	5402 East El Campo	North Las Vegas, NV	NV
Store Lease	8650	BBB	11 Taft Road	Totowa, NJ	NJ
Store Lease	1692	BBB	6120 Clinker Drive, Bldg 1	Jurupa Valley, CA	CA

Exhibit B

Amendola Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Faxsimile: (212) 446-4900

joshua.sussberg@kirkland.com

emily.geier@kirkland.com

derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**DECLARATION
OF EMILIO AMENDOLA IN
SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF A&G REALTY
PARTNERS, LLCAS REAL ESTATE CONSULTANT AND
ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF A&G'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

I, Emilio Amendola, hereby declare under penalty of perjury and pursuant to 28 U.S.C. §1746 that the following is true and correct to the best of my knowledge, information and belief:

1. I am a Co-President of A&G Realty Partners, LLC (“A&G”), a real estate consulting and advisory firm, which maintains offices in New York and Illinois. I am authorized to make this declaration (this “Declaration”) on behalf of A&G and in support of the application (the “Application”) of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order: (a) authorizing the retention and employment of A&G as real estate consultant and advisor to the Debtors effective as of the Petition Date; (b) approving the terms of the A&G Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (d) granting related relief.² Unless otherwise stated in this declaration, I have personal knowledge of the facts set forth herein.³ A&G was retained pursuant to the Real Estate Services Agreement, a copy of which is attached as Exhibit 1 to Exhibit A of the Application, and that certain Real Estate Services Agreement Amendment, which is attached

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

³ Certain disclosures herein relate to matters within the personal knowledge of other professionals at A&G and are based on information provided to me by them.

as Exhibit 2 to Exhibit A of the Application (together with the Real Estate Services Agreement, the “A&G Agreement”).

2. I submit this Declaration in accordance with sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”). The facts set forth in this Declaration are based upon my personal knowledge, information and belief, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of A&G under my supervision and direction. If called and sworn as a witness, I could and would testify competently to the facts set forth herein.

3. A&G has significant experience in the disposition and renegotiation of leases and properties in both in- and out-of-court bankruptcy proceedings. Indeed, A&G’s professionals have assisted, advised, or been retained as real estate consultants in a variety of bankruptcy cases involving issues relating to the review, analysis, renegotiation, and disposition of key real property and lease agreements. Notably, A&G’s professionals have assisted, advised, or been retained as real estate consultants in a variety of bankruptcy cases involving issues relating to the review, analysis, and renegotiation of key real property lease agreements, including the following:

In re SLT HoldCo Inc. (d/b/a Sur la Table), No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020);
In re Modell’s Sporting Goods, Inc., No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020);
In re Pier 1 Imports, Inc., No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020); *In re General Wireless Operations*, No. 17-10506 (BLS) (Bankr. D. Del. Apr. 6, 2017); *In re Event Rentals, Inc.*, No. 14-10282 (PJW) (Bankr. D. Del. Apr. 15, 2014); *In re Orchard Supply Hardware Stores Corp.*, No. 13-11565 (CSS) (Bankr. D. Del. July 11, 2013); *In re Bakers Footwear Group, Inc.*,

No. 12-49658-705 (Bankr. E.D. Mo. Feb. 5, 2013); *In re Blockbuster, Inc.*, No. 10-14997 (BRL) (Bankr. S.D.N.Y. Nov. 23, 2010); *In re Circuit City Stores, Inc.*, No. 08-35653 (KRH) (Bankr. E.D. Va. Jan. 9, 2009); *In re Linens Holding Co.*, No. 08-10832 (CSS) (Bankr. D. Del. July 25, 2008).

4. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, A&G obtained from the Debtors' proposed counsel the names of individuals and entities that may be parties in interest in these Chapter 11 Cases (the "Potential Parties in Interest"), which parties are listed on Schedule 1 attached hereto.

5. A&G undertook a comprehensive review of the Potential Parties-in-Interest to determine whether it had any conflicts or other relationships that might cause it to not be disinterested or to hold or represent an interest adverse to the Debtors. There are no connections to disclose other than as follows:

- a. **Kimco.** By way of background, A&G was formed in January 2012. A&G is a private New York limited liability company whose majority members are me and Andrew Graiser. One of the other members of A&G is LI Realty Investments, LLC ("LI Realty"). LI Realty became a minority member in A&G for the sole purpose of serving as a capital source for A&G, if needed, for potential real estate investment transactions. A&G will not be tapping that financing source for any purpose in these cases. Kimco Realty Corp. or direct or indirect affiliates ("Kimco") is one of the Debtors' landlords. Upon information and belief, Kimco Realty Services II, Inc. ("Kimco Realty") is a minority member of LI Realty. Upon further information and belief, Kimco Realty is an affiliate of Kimco. No Kimco employee, principal, officer or director is an employee, principal, officer, or director of A&G, participates in A&G's management in any fashion, has access to any of A&G's systems or corporate information, or exercises any control over A&G. Kimco Realty's indirect minority interest in A&G is wholly unrelated to these Chapter 11 Cases and A&G, on behalf of the Debtors, can be adverse to Kimco (and its affiliates) in these Chapter 11 Cases.
- b. **Schottenstein.** Another minority member in LI Realty is SB Capital Group LLC. Upon information and belief, SB Capital Group LLC is affiliated with Schottenstein Property Group. Upon further information and belief, one or more direct or indirect affiliates of the Schottenstein Property Group is a landlord of the Debtors. No SB Capital Group or Schottenstein employee,

principal, officer or director is an employee, principal, officer, or director of A&G, participates in A&G's management in any fashion, has access to any of A&G's systems or corporate information, or exercises any control over A&G. SB Capital Group LLC's indirect minority interest in A&G is wholly unrelated to these Chapter 11 Cases and A&G, on behalf of the Debtors, can be adverse to Schottenstein (and its affiliates) in these cases.

- c. **Gordon Brothers.** I understand that Gordon Brothers Retail Partners, LLC ("Gordon Brothers"), together with Hilco Merchant Resources, LLC has been retained by the Debtors to conduct store closing sales at the Debtors' retail locations. A&G Realty's co-presidents, Andrew Graiser and I, have a minority interest in various real estate investments with affiliates of Gordon Brothers, wholly unrelated to these Chapter 11 Cases.
- d. **Christmas Tree Shops.** I understand that Christmas Tree Shops, LLC ("CTS") is affiliated with one or more of the Debtors. On June 30, 2022, A&G entered into a real estate services agreement with CTS (the "CTS Agreement"). On January 6, 2023 (the "Assignment Date"), the CTS Agreement was assigned and, therefore, as of the Assignment Date, A&G no longer rendered any services for CTS. A&G is still owed monies from CTS under the CTS Agreement.

6. Given the size of A&G and the breadth of A&G's client base, however, it is possible that A&G may now or in the future be retained by one or more of the Potential Parties in Interest in unrelated matters without my knowledge. To the extent that A&G discovers or enters into any new, material relationship with Potential Parties in Interest, it will supplement this declaration.

7. Although A&G has researched the Potential Parties in Interest list, the Debtors may also have numerous customers, creditors, competitors, and other parties with whom they maintain business relationships that are not included as Potential Parties in Interest and with whom A&G may maintain business relationships.

8. During the 90-day period prior to the commencement of these cases, A&G was paid in the ordinary course certain fees in connection with Services rendered under the A&G Agreement. Specifically, A&G was paid as follows: (i) on January 30, 2023, the sum of \$690,926 on account of invoices issued on January 11 and January 24, 2023, (ii) on February 3, 2023, the sum of \$150,000 on account of an invoice issued on January 30, 2023, which amount was a retainer

for the lease valuation work under the A&G Agreement, (iii) on April 21, 2023, the sum of \$1,676,520 on account of invoices issued on March 7, March 31, April 10, and April 18, 2023, and (iv) also on April, 21, 2023, the sum of \$100,000 from the retainer provided under the A&G Agreement (before 90 days prior to the filing) on account of an invoice issued on the same day in the amount of \$106,350 (with the balance of the invoice written off as a courtesy discount) for Services rendered under the A&G Agreement.⁴ As of the Petition Date, no amounts were due and payable to A&G under the A&G Agreement. Accordingly, A&G is not a prepetition creditor of the Debtors.

9. Other than as disclosed herein, A&G has no relationship with the Debtors of which I am aware after due inquiry.

10. Based upon the foregoing, except as otherwise set forth herein, to the best of my knowledge, information, and belief, A&G (a) is not a creditor, equity security holder or an insider of the Debtors and (b) is not or was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors.

11. The A&G Agreement includes standard and customary terms contained in A&G's engagement letters and service agreements both in and outside of bankruptcy cases, including the standard practice in A&G's industry of professionals providing services relating to lease modifications and lease and property sales to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. Based on my experience in the market for real estate consultant and advisory services, the Indemnification Provision is similar to the

⁴ Pursuant to the A&G Agreement, A&G's undisputed invoices had a payment date of 21 days. The invoice issued on March 7, 2023, was disputed by the Debtors. Following discussions between the parties, the Debtors agreed to the invoice amount on April 8, 2023. Payment of that invoice, once it became undisputed, was made within the 21-day terms.

indemnification provisions in engagement letters of other similarly situated real estate consultant firms in engagements both in and outside of bankruptcy.

[Remainder of page intentionally left blank]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: May 15, 2023

/s/ *Emilio Amendola*

Emilio Amendola
Co-President
A&G Realty Partners, LLC

Schedule 1

Potential Parties in Interest

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtor
1(b)	Non-Debtor Affiliate
1(c)	Director/Officer
1(d)	Equity Shareholder
1(e)	Bondholder
1(f)	Debtor Professional
1(g)	Depository Banks
1(h)	Freight Provider
1(i)	Guarantor
1(j)	Insurance Provider
1(k)	Interested Party
1(l)	Landlord
1(m)	Lender Advisor
1(n)	Letter of Credit Beneficiary
1(o)	Letter of Credit Provider
1(p)	Litigation
1(q)	Office of the United States Trustee
1(r)	Ordinary Course Professional
1(s)	Secured Lender
1(t)	Trade
1(u)	UCC Lien
1(v)	Unsecured Noteholder
1(w)	Utility Provider

SCHEDULE 1(a)

Debtor

Alamo Bed Bath & Beyond Inc.	Buy Buy Baby of Rockville Inc.
BBB Canada LP Inc.	Buy Buy Baby of Totowa Inc.
BBB Value Services Inc.	BWAO LLC
BBBY Management Corp.	Chef C Holdings LLC
BBBYCF LLC	Decorist LLC
BBBYTF LLC	Deerbrook Bed Bath & Beyond Inc.
Bed Bath & Beyond Inc.	Harmon of Brentwood Inc.
Bed Bath & Beyond of Annapolis Inc.	Harmon of Caldwell Inc.
Bed Bath & Beyond of Arundel Inc.	Harmon of Carlstadt Inc.
Bed Bath & Beyond of Baton Rouge Inc.	Harmon of Franklin Inc.
Bed Bath & Beyond of Birmingham Inc.	Harmon of Greenbrook II Inc.
Bed Bath & Beyond of Bridgewater Inc.	Harmon of Hackensack Inc.
Bed Bath & Beyond of California LLC	Harmon of Hanover Inc.
Bed Bath & Beyond of Davenport Inc.	Harmon of Hartsdale Inc.
Bed Bath & Beyond of East Hanover Inc.	Harmon of Manalapan Inc.
Bed Bath & Beyond of Edgewater Inc.	Harmon of Massapequa Inc.
Bed Bath & Beyond of Falls Church Inc.	Harmon of Melville Inc.
Bed Bath & Beyond of Fashion Center Inc.	Harmon of New Rochelle Inc.
Bed Bath & Beyond of Frederick Inc.	Harmon of Newton Inc.
Bed Bath & Beyond of Gaithersburg Inc.	Harmon of Old Bridge Inc.
Bed Bath & Beyond of Gallery Place LLC	Harmon of Plainview Inc.
Bed Bath & Beyond of Knoxville Inc.	Harmon of Raritan Inc.
Bed Bath & Beyond of Lexington Inc.	Harmon of Rockaway Inc.
Bed Bath & Beyond of Lincoln Park Inc.	Harmon of Shrewsbury Inc.
Bed Bath & Beyond of Louisville Inc.	Harmon of Totowa Inc.
Bed Bath & Beyond of Mandeville Inc.	Harmon of Wayne Inc.
Bed Bath & Beyond of Manhattan Inc.	Harmon of Westfield Inc.
Bed Bath & Beyond of Norman Inc.	Harmon of Yonkers Inc.
Bed Bath & Beyond of Opry Inc.	Harmon Stores Inc.
Bed Bath & Beyond of Overland Park Inc.	Liberty Procurement Co. Inc.
Bed Bath & Beyond of Palm Desert Inc.	Of a Kind Inc.
Bed Bath & Beyond of Paradise Valley Inc.	One Kings Lane LLC
Bed Bath & Beyond of Pittsford Inc.	San Antonio Bed Bath & Beyond Inc.
Bed Bath & Beyond of Portland Inc.	Springfield Buy Buy Baby Inc.
Bed Bath & Beyond of Rockford Inc.	
Bed Bath & Beyond of St. Louis Inc.	
Bed Bath & Beyond of Towson Inc.	
Bed Bath & Beyond of Virginia Beach Inc.	
Bed Bath & Beyond of Waldorf Inc.	
Bed Bath & Beyond of Woodbridge Inc.	
Bed 'n Bath Stores Inc.	
Buy Buy Baby Inc.	

SCHEDULE 1(b)

Non-Debtor Affiliate

BBB Canada Ltd.

BBB Mexico L.L.C.

Bed Bath & Beyond Canada L.P.

Bed Bath & Beyond Mexico S. de R. de C.V.

Harmon of Roxbury, Inc.

Importadora BBBMex S. de R.L. de C.V.

Oak Insurance Company Inc.

Servicios BBBMex S. de R.L. de C.V.

Servicios, S. de R.L. de C.V.

SCHEDEULE 1(c)

Director/Officer

Andrisano, Toni-Anne
Bowen, Marjorie
Crossen, Laura
Danzig, Mark
Dyer, Greg
Edelman, Harriet
Foster, Jonathan
Fratanduono, Camille
Gove, Sue
Haddad, Wade
Kastin, David
Kim, Susie
Kirwan, Jeffrey
Lindblom, Scott
Lombard, Shelly
Markoe, Lynda
Schechter, Joshua
Shah, Minesh
Sichel, Bart
Sirhal, Mara
Weiss, Andrea
Wu, Patty
Yerger, Ann

SCHEDEULE 1(d)

Equity Shareholder

BlackRock Inc.
Vanguard Group Inc., The

SCHEDULE 1(e)

Bondholder

1832 Asset Management LP
AllianceBernstein LP
Alta Capital Management LLC
Altrius Capital Management Inc.
Ameritas Life Insurance Corp. of New York
APG Asset Management US Inc.
AQS Asset Management LLC
Aristotle Capital Management LLC
Asset Allocation & Management Co. LLC
Aviary Capital Enterprises Inc.
Banco de Sabadell SA
Bank of America Merrill Lynch Proprietary Trading
Barclays Capital Inc.
Bivium Capital Partners LLC
BlackRock Advisors LLC
Blackstone Liquid Credit Strategies LLC
BlueCrest Capital Management (U.K.) LLP
BNP Paribas Asset Management France
BNP Paribas Securities Corp.
BondBloxx Investment Management Corp.
BVK- Beamtenversicherungskasse des Kantons Zurich
Cable Car Capital LLC
California Public Employees Retirement System
Canal Insurance Co.
CapitalatWork - Foyer Group (Belgium)
Carillon Tower Advisers Inc.
CastleKnight Management LP
Catholic Family Fraternal of Texas
Chartwell Investment Partners LLC
Chicago Capital LLC
CIGNA Investments Inc.
Citigroup Global Markets Inc.
Croatian Fraternal Union of America
CTC Alternative Strategies Ltd.
DBX Advisors LLC
Deutsche Bank Securities Inc.
Diamond Insurance Group Ltd.
FBL Investment Management Services Inc.
Fidelity Management & Research Co. LLC
Finlabo SIM SpA
Flow Traders U.S. LLC
Foxhill Capital Partners LLC
Franklin Advisers Inc.
GIA Partners LLC
Goldman Sachs Asset Management LP (US)
GSO Capital Partners LP
Healthcare of Ontario Pension Plan
Highbridge Capital Management LLC
Hotchkis & Wiley Capital Management LLC
HSBC Bank PLC
International City Management Association Retirement Corp.
Invesco Advisers Inc.
Invesco Capital Management LLC
JPMorgan Investment Management Inc.
JPMorgan Securities LLC
KSKJ Life American Slovenian Catholic Union
Lawson Kroeker Investment Management Inc.
LM Capital Group LLC
Lombard Odier Asset Management Europe Ltd.
MacKay Shields LLC
Manhattan Life Insurance
Manning & Napier Advisors LLC
Marathon Asset Management Ltd.
Mellon Investments Corp.
Millennium Advisors LLC
Miller Value Partners LLC
Mirabaud Asset Management Ltd.
Mont Blanc Capital Management AG
Morgan Stanley & Co. LLC
Murchinson LP
Muzinich & Co. Inc.
Napier Park Global Capital (US) LP
New Jersey, State of, Division of Investment
New York, City of (NY), Comptroller's Office
Northern Trust Global Investments Ltd.

Northwestern Mutual Investment
Management Co. LLC
Nykredit Bank AS
Oppenheimer Asset Management Inc.
Pension Reserves Investment Management
Board
PFA Asset Management AS
PGIM Inc.
Pharus Management SA
PNC Bank NA
Russell Investment Management LLC
Safeway Insurance Group
Safra Securities LLC
Seix Investment Advisors LLC
Selected Funeral & Life Insurance Co.
SG Americas Securities LLC
Shlomo Holdings Ltd.
SMH Capital Advisors LLC
Squarepoint OPS LLC
State Street Global Advisors
SumRidge Partners LLC
Tennessee Farmers Mutual Insurance Co.
TOBAM
UBS Securities LLC
USA Life One Insurance Co. of Indiana
Van Eck Associates Corp.
Verition Fund Management LLC
Virtus Investment Advisers Inc.
Western Asset Management Co. LLC
Zest SA

SCHEDULE 1(f)

Debtor Professional

AlixPartners LLP

Cole Schotz P.C.

Kirkland & Ellis LLP

Kirkland & Ellis International LLP

Kroll Restructuring Administration LLC

Lazard Frères & Co. LLC

SCHEDEULE 1(g)

Depository Banks

Banco Popular
BB&T
Fifth Third
First Hawaiian
JPMorgan
Key Bank
Scotia Bank
SSB/Morgan Stanley
UBS
Union Bank
US Bank
Wells Fargo

SCHEDULE 1(h)

Freight Provider

Federal Express

SCHEDULE 1(i)

Guarantor

BBB Canada LP Inc.
BBB Canada Ltd.
BBB Value Services Inc.
BBBY Management Corp.
BBBYCF LLC
BBBYTF LLC
Bed Bath & Beyond Canada LP
Bed Bath & Beyond Inc.
Bed Bath & Beyond of California LLC
Bed 'n Bath Stores Inc.
Buy Buy Baby Inc.
BWAO LLC
Chef C Holdings LLC
Decorist LLC
Harmon Stores Inc.
Liberty Procurement Co. Inc.

SCHEDULE 1(j)

Insurance Provider

Ace Property & Casualty Insurance Co.
Affiliated FM Insurance Co.
AIG
AIG Insurance Co. of Canada
AIG Specialty Insurance Co.
Allianz Global Risks US Insurance Co.
Allied World Specialty Insurance Co.
Arch Insurance Co.
Arch Specialty Insurance Co.
Argonaut Insurance Co.
Axis Surplus Insurance Co.
Berkley Assurance Co.
Berkshire Hathaway Specialty Insurance Co.
Certain Underwriters at Lloyd's - Syndicate 1183 (Validus)
Continental Insurance Co.
Endurance American Insurance Co.
Factory Mutual Insurance Co.
Federal Insurance Co.
FM Global de Mexico SA De CV
General Security Indemnity Co. of Arizona
Great American Insurance Co.
Hudson Insurance Co.
Insurance Co. of the State of Pennsylvania, The
Insurance Corp. of British Columbia
Liberty Surplus Insurance Corp.
Lloyd's Syndicate 2623 (Beazley Furlonge Ltd.)
Mercer Insurance Co.
National Casualty Co.
National Union Fire Insurance Co. of Pittsburgh PA
Navigators Insurance Co.
Ohio Casualty Insurance Co., The
Old Republic Union Insurance Co.
Safety National Casualty Corp.
Safety Specialty Insurance Co.
Scottsdale Insurance Co.
Starr Surplus Lines Insurance Co.
State National Insurance Co. Inc.
Underwriters At Lloyd's London
XL Insurance America Inc.
Zurich American Insurance Co.

SCHEDULE 1(k)

Interested Party

Angelo Gordon
Ares Management Corp.
Authentic Brands Group Inc.
Blue Torch Capital LP
Centerbridge Partners LP
Cerberus Capital Management LP
Citigroup Inc.
Cohen, Ryan
CSC Generation Inc.
Hudson Bay Capital
Interweave Inc.
JPMorgan Chase & Co.
Michaels Stores Inc.
MidCap Financial LLC
Putman Investments
SB360 Capital Partners LLC
Silver Point Capital LP
Sleep Country Canada Holdings Inc.
Sycamore Partners Management LP

SCHEDULE 1(I)

Landlord

0509 CC Ocala Joint Venture
0534 Pensacola Cordova Land LLC
101 & Scottsdale LLC
1019 Central Avenue Corp.
12535 SE 82nd Ave LLC
1301 East Gladstone Street Investors LLC
13555 TTN LLC
168th & Dodge LP
1700 Oxford Drive Partnership
200-220 West 26 LLC
209-261 Junction Road Madison Investors
LLC
2180 Kings Highway DE LLC
2200 Lohman Ave. LLC
270 Greenwich Street Associates LLC
271 South Broadway LLC
28th Street Management Co. LLC
293-305 Route 22 East LLC
31535 Southfield Road LLC
36 Monmouth Plaza LLC
3600 Long Beach Road, LLC
4S Commons Partners LLC
555 9th Street LP
5737-5848 North Elizabeth Street Holdings
LLC
6034 Azle Avenue LLC
675 AOA Owner LLC
81 Associates LLC
A&W Acquisitions LLC
ABAH LLC
Aberdeen Commons Associates LLC
ABJ Group Advancement TX LLC
Acadia Realty LP
ACS Fort Smith Pavilion AR LLC
ACS Town Square Shopping Center IN LLC
AE Holdings I LLC
AGC Pacific Coast Plaza LLC
Agree 1031 LLC
Agree Grand Chute WI LLC
Agree LP
Airport Plaza LLC
AJG Enterprises LLC
AK-SAR-BEN Village LLC
Alexander's Rego Shopping Center Inc.
Alexandria Main Mall LLC
Almaden Plaza Shopping Center Inc.
Alpine Cherry Creek LLC
ALTO Northpoint LP
Amherst Crossing AMA Realty Ventures
LLC
Anna Mscisz Trust
Arapahoe Crossings LP
Arboretum Retail LLC
ARC ASANDSC001 LLC
ARC BHTVCM001 LLC
ARC CLORLFL001 LLC
ARC CLORLFL001 LLC-Lockbox
ARC CPFAYNC001 LLC
ARC PCBIRAL001 LLC
ARC PRLAWKS001 LLC
ARC SMWMBFL001 LLC
ARC SSSEBFL001 LLC
ARC TCMESTX001 LLC
ARG BBSCHIL001 LLC
ARG CCALBNMOO1 LLC
ARG FSBROWI001 LLC
ARG GFBOKY001 LLC
ARG MPLTRAR001 LLC
ARG PSALBNM001 LLC
ARG SAABITX001 LLC
ARG SPSPRIL001 LLC
ARG SSSTRPA001 LLC
ARG TTRALNC001 LLC
Arrowhead Palms LLC
A-S 149 Island Gate Plaza LP
A-S 156 HQSC LP
Asbury Shops LLC
ATT OST Marketplace LLC
AVR CPC Associates LLC
B Comm Realty LLC
B33 Erie Marketplace II LLC
B33 Maple Grove II LLC
Barrywoods Holdings LLC
Basser-Kaufman Real Estate

Bayer Development Co. LLC
Bayshore Mall Partners
BBB Plaza Associates Ltd.
BBP Partners LLC
BCB Group Investments Tramonto
Marketplace LLC
BCC II LLC
Beatty LP
Bell Tower Shops LLC
Belleclaire Hotel LLC
Belz Investco GP
Benchmark-Clarence Associates LLC
Benderson 85-1 Trust
Benderson Properties Inc.
Berkshire Merrill Road LLC
BG Monmouth LLC
BIT Holdings Sixty-Three Inc.
BIT Investment Twenty Seven LLC
Bowles Village Center LLC
Boyer Spring Creek LLC
Bradenton I LLC
BRE DDR Fairfax Town Center LLC
BRE DDR Flatacres Marketplace LLC
BRE DDR IVA Southmont PA LLC
BRE DDR Lake Brandon Village LLC
BRE/Pearlridge LLC
BREIT Bingo Holdings LLC
Brentwood Plaza LLC
Bridgewater Falls Station LLC
Brighton Mall Associates LP
Bristol-Warner Investors LLC
Brixmor Arborland LLC
Brixmor GA Coastal Landing (FL) LLC
Brixmor GA Cobblestone Village at St.
Augustine LLC
Brixmor GA Delta Center (MI) LLC
Brixmor GA Fashion Corner LLC
Brixmor GA Springdale/Mobile LP
Brixmor GA Westminster LLC
Brixmor Hale Road LLC
Brixmor Holdings 6 SPE LLC
Brixmor Property Owner II LLC
Brixmor SPE 1 LLC
Brixmor/IA Delco Plaza LLC
Brixton Beaumont LLC
Brixton Rogue LLC
Broadway Belvedere LLC
Brookwood Capital Partners LLC
Brown Ranch Properties LP
Burlington Gateway LP
BV Southwind LLC
BV Waco Central Texas Marketplace LLC
BVA Avenue LLC
BVA Deerbrook SPE LLC
BVA Towne Square LLC
BVA Woodhill LLC
BVC Oakwood Commons Inc.
BVCV Union Plaza LLC
CAC Atlantic LLC
Cafaro Northwest Partnership, The
CAL Development LLC
Caldwell Mooney Partners II LP
Camden Village LLC
Candlewood Lake Road LLC
Canton Corners Ford Road LLC
Canton Marketplace Owner LLC
Canyon Park West LLC
Caparra Center Associates LLC
Capital Mall Land LLC
Capstone Marketplace LLC
Carson Valley Center LLC
Caruth Acquisition LP
Castle Ridge Associates
Casto-Oakbridge Venture Ltd.
CD 2007-CD5 Ed Noble Parkway LLC
Center Developments Oregon LLC
Centerra Retail Shops LLC
Centerton Square Owners LLC
Central Mall Port Arthur Realty Holding
LLC
Central Shopping Centers CC LLC
Centre at Deane Hill GP, The
Centre at Deane Hill LLC, The
CFH Realty III/Sunset Vale LP
CFH Realty III/Sunset Valley LP
Champlain Center South Associates LLC
Chandler Festival SPE LLC
Chandler Village Center LLC
Charter Warwick LLC
Chase Green Mountain LP
Chenal Place Properties LLC
Cherry Hill Retail Partners LLC

Chico Crossroads LP
Christiana Town Center LLC
Closter Marketplace (EBA) LLC
CMR LP
Coastal Grand CMBS LLC
Cobb Place Property LLC
Cole MT Folsom CA LP
Cole San Marcos TX LLC
College Plaza Station LLC
Colonies-Pacific LLC, The
Columbia Square Kennewick LLC
Columbia Tech Center LLC
Columbiana Station E&A LLC
Columbus Town Center II LLC
Commons at Issaquah Inc.
Commons at Sugarhouse LC, The
Concord Investment Co.
Congressional North Associates LP
Congressional Plaza Associates LLC
Conroe Marketplace SC LP
Coral Sky Retail LLC
CP Venture Five-AV LLC
CP Venture Two LLC
CPC Gateway Plaza LLC
CPT Arlington Highlands 1 LP
CPT Louisville I LLC
CR Hagerstown LLC
CR Mount Pleasant LLC
CR Oakland Square LLC
CR West Ashley LLC
Credi Chattanooga LLC
Creekstone Juban I LLC
Crestview Hills Town Center LLC
Crocker Park Phase III LLC
Crossing at 288 Phase 2 Ltd., The
Crossroads Canada LLC
Crosswinds St. Pete LLC
Crystal Mall LLC
CSHV Woodlands II LP
CSM West Ridge Inc.
CT Center S.C. LP
CTC Phase II LLC
CVSC LLC
CW Northridge Plaza LLC
Dadeland Station Associates
Daly City Partners I LP
Daly City Serramonte Center LLC
Dartmouth Marketplace Associates LLC
Davenport CRG LLC
DC USA Operating Co. LLC
DDR Carolina Pavilion LP
DDR Creekside LP
DDR Del Sol LLC SE
DDR Guilford LLC
DDR Hendon Nassau Park II LP
DDR Southeast Loisdale LLC
DDR Southeast Snellville LLC
DDR Winter Garden LLC
DDRA Tanasbourne Town Center LLC
DDRM Shoppes of Ellenwood LLC
DDRTC Marketplace at Mill Creek LLC
DDRTC Village Crossing LLC
De Rito/Kimco Riverview LLC
Decatur Realty LLC
Dedham Real Estate Development LLC
Delco LLC
Delta & Delta Realty Trust
DeMoulas Super Markets Inc.
Denver West Village LP
Dewcom LLC
DFG-BBB Monroe LLC
Dickman & Chernotsky
Dierbergs Osage Beach LLC
Dillon Ridge Marketplace III LLC
DJD Partners 10 LLC
Dollinger-Ventura Associates
Dollinger-Westlake Associates
Donahue Schriber Realty Group LP
Dong Koo Kim & Jong Ok Kim Family
Trust, The
Dorcich-Vidovich
Dothan Pavilion Group LLC
Downey Landing SPE LLC
Downtown Summerlin
DPEG Fountains LP
Dreamland of Asheville Associates LLC
DRP Market Heights Property Owner LLC
DRP Tulsa Hills Property Owner LLC
DS Properties 18 LP
DT University Centre LP
DTL-SGW LLC
DTR1C-SGW LLC

DTS Properties LLC
Duluth (Gwinnett) SSR LLC
Durango Mall LLC
E&A Northeast LP
Eager Road Associates West LLC
East Chase Properties LLC
Easton Market LLC
Eastridge Mall Realty Holding LLC
Edens Plaza SC Owner LLC
Edgewood Retail LLC
Edison BRMA001 LLC
Edison BRMA002 LLC
Edison DENJ001 LLC
Edison EHNJ001 LLC
Edison NNVA001 LLC
EIG Grand Island LLC
EIG Wanamaker LLC
Elite Development Group LLC
Elmsford-119 Associates LLC
Empire East LLC
Encinitas Town Center Associates I LLC
Enid Two LLC
Epps Bridge Centre Property Co. LLC
Equity One (Florida Portfolio) LLC
Equity One (Northeast Portfolio) LLC
Equity One (Southeast Portfolio) LLC
EREP Broadway Commons I LLC
Evergreen -1-10 & Ray LLC
ExchangeRight Value-Add Portfolio 2
 Master Lessee LLC
F&H Sinclair Properties
Fairview Shopping Center LLC
Family Center at Federal Way LLC, The
Farley Realty Associates
Federal Realty - Barracks Road (500-2070)
Federal Realty - Gratiot S.C. (500-1220)
Federal Realty Investment Trust
Federal Realty Investment Trust Property
 #1180
Federal Realty Investment Trust Property
 #1217
Federal Realty Partners LP
Federated Associates
FHS Promenade LLC
Fidelity Totowa Associates LLC
Finmarc Wildewood LLC

First Real Estate Investment Trust of New Jersey Inc.
Five Points Revocable Trust
Flagler SC LLC
Flemington Retail LLC
Forest Plaza LLC
Forum Lone Star LP
FR Assembly Square LLC
FR Camelback Colonnade LLC
Franklin Park SC LLC
Freedom Group LLC
Frontier Plaza LLC
FW Ridge Rock Ltd.
G&I IX Kildeer LLC
G&I IX Primrose Marketplace LLC
G&I VII Carriage Crossing LLC
G3C Temple LLC
Gainesville Associates
Garfield-Southcenter LLC
Gateway Center Properties II LLC
Gateway Fairview Inc.
GBR Holmdel Plaza LLC
GC Ambassador Courtyard LLC
Germantown E&A LLC
GF Valdosta Mall LLC
GG Midlothian TC LLC
GG REIF I Gateway LLC
GGCal LLC
GK Holiday Village LLC
GKT Shoppes at Legacy Park LLC
Glacier 400 Wilbur LLC
Glimcher SuperMall Venture LLC
GLP Flint LLC
GM Realty of Bangor LLC
Golden Isles Plaza LLC
Golden Spectrum Property
Governors SPV LLC
Governors Square Plaza
Grand Mesa Center LLC
Grand Plaza Management LLC
Grandbridge Real Estate Capital LLC
Granite Park Retail LLC
GRE Altamonte LP
GRE Broadmoor LLC
Green Ridge Holdings LLC
Greendale 14 LLC

Greenwich Place Partners LLC
Grewe LP, The
Grove Court Shopping Center LLC
Hamilton Commons TEI Equities LLC
Hamilton Properties
Hamilton TC LLC
Hanes M. Owner LLC
HART Miracle Marketplace
Hart TC I-III LLC
Har-Zait LLC
Hastings Village Investment Co. LP
Hawthorne Investors 1 LLC
HCL Texas Avenue LLC
HCP Vista Ridge LLC
Heritage House South LLC
Heritage Plaza LLC
Herricks Mineola LLC
HGRET Edmondson Road LLC
Highland Commons Associates LLC
Hill Management Services Inc.
Hingham Launch Property LLC
Hitchcock Plaza LLC
HLT Partnership LP
Holmdel GT LP
Houma LA LLC
HRTC I LLC
IA LaQuinta Pavilion LLC
IA Matthews Sycamore LLC
IA Sarasota Tamiami LLC
Ikea Property Inc.
IMI Huntsville LLC
Imperial Legacy Enterprises LLC
Inland Commercial Real Estate Services
LLC
Inland National Real Estate Services LLC
International Speedway Square Ltd.
IRC Retail Centers
IRC University Crossings LLC
Ireland Davie Ltd.
ISM Holdings Inc.
I-Southport LLC
ITAC 192 LLC
IVT Highlands at Flower Mound LP
IVT Parke Cedar Park LLC
Jaydor Bleeker Realty Sub II
JDN Real Estate Hamilton LP
Jefferson Pointe SPE LLC
Jeffrey Management Corp.
Jemal's Boulevard LLC
Jess Ranch Brea Retail XVI LLC
JG Elizabeth II LLC
JLP Kentwood
JLP-Harvard Park LLC
JLPK-Orange Park LLC
JLP-Novi LLC
Joule Las Palmas Owner LLC
Jubilee - Cranberry Equity LLC
Jubilee LP
Jubilee Square LLC
KBC Properties
KDMM LLC
Keene MZL LLC
KFT Enterprises No. 2 LP
Kiemle & Hagood Co.
Kimco Savannah 185 Inc.
KIR Brandon 011 LLC
KIR Bridgewater 573 LLC
KIR Montgomery 049 LLC
KIR Pasadena II LP
KIR Soncy LP
KIR Tukwila LP
KMO-361 (Paramus) LLC
Kraus-Anderson Inc.
KRG Avondale McDowell LLC
KRG Cool Springs LLC
KRG Leesburg Fort Evans LLC
KRG Livingston Center LLC
KRG Market Street Village LP
KRG McDonough Henry Town LLC
KRG Miami 19th Street II LLC
KRG New Hill Place LLC
KRG Plaza Green LLC
KRG Rivers Edge LLC
KRG Shops at Moore LLC
KRG Southlake LLC
KRG Sunland LP
KRG Temecula Commons LLC
KSI Cary 483 LLC
La Frontera Improvements LLC
La Habra Westridge Partners LP
Lake Success Shopping Center LLC
Lakeline Plaza LLC

Lakes Mall Realty LLC
Lane Avenue 450 LLC
LaSalle Shopping Center LLC
Levin Management Corp.
LG-BBB LLC
Lilac19 LP
Lindale Holdings II LLC
Lindale Holdings LLC
Livesey East LLC
Loja WTP LLC
LPC Retail Accounting
LTC Retail LLC
Lynchburg (Wards Crossing) LLC
M&D Real Estate LP
M&J Big Waterfront Market LLC
M.O.R. Snowden Square Limited
 Partnership
Macerich Lakewood LP
Mad River Development LLC
Magnolia Commons SC LLC
Main Street at Exton LP
Mall at Gurnee Mills LLC
Mall at Potomac Mills LLC
Manalapan UE LLC
Manhattan Marketplace Shopping Center
 LLC
Mansell Crossing Retail LP
Marin Country Mart LLC
Marketplace at Vernon Hills LLC
Marketplace West Partners LLC
Maverick Investors LLC
McAllen TX LLC
McKinley Mall Realty Holding LLC
MCS-Lancaster De Holding LP
MCV23 LLC
MDC Coastal I LLC
Medistar Parkwest JV Ltd.
Meridian Kellogg LLC
Meridian Mall LP
Metropolitan Life Insurance Co.
MFC Longview LLC
MFS Eastgate-I LLC
MGP IX Properties LLC
MGP XII Magnolia LLC
Middletown I Resources LP
Middletown Shopping Center I LP
Midstate Owner LLC
M-III Olathe Station Property LLC
Mishorim Gold Houston LLC
Mishorim Gold Properties LP
Mission Valley Shoppingtown LLC
Mission Viejo Freeway Center
Mississippi ADP LLC
ML-MJW Port Chester SC Owner LLC
MLO Great South Bay LLC
MM/PG (Bayfair) Properties LLC
Monroeville SC LP
Mooresville Crossing LP
Morris Plains Holding UE LLC
Mountain Grove Partners LLC
MP Northglenn LLC
MS Flowood LP
MSS Millburn Realty Co.
NADG/TRC Lakepointe LP
National Retail Properties LP
New Plan of West Ridge LLC
Newbridge LLC
Newburgh Mall Ventures LLC
NEWKOA LLC
NewMarket Square Ltd.
News Co. LLC
Newtown Bucks Associates LP
North Attleboro Marketplace II LLC
North Massepequa LLC
North Park Crossing LC
North Village Associates
Northeast Holdings LLC
Northgate Mall Partnership
Northington Mechanicsburg Investors LLC
Northville Retail Center Joint Venture LLC
Northway Mall Properties LLC
Northwoods III (San Antonio) LLC
NP Royal Ridge LLC
NPMC Retail LLC
NPP Development LLC
Oak Leaf Property Management LLC
Oak Street Investment Grade Net Lease
 Fund Series 2021-1 LLC
Oak Street Investment Grade Net Lease
 Fund Series 2021-2 LLC
Oakland Iron Works Associates
Oaks Square Joint Venture

Ogden CAP Properties LLC
Old Bridge Market Place II LLC
Olivet Kom LLC
OLP Champaign Inc.
Onni Burbank Town Center LLC
Oracle Plaza LLC
Orchard Hill Park
ORF V Sugarcreek Plaza LLC
ORF VII Felch Street LLC
ORF VII Pelican Place LLC
Overton Park Plaza Associates LLC
Pace - 64 Associates LLC
Pacific Coast Highway Property LLC
Pagosa Partners III Ltd.
Palouse Mall LLC
Panama City Beach Venture II LLC
PAPF Dimond LLC
PAPF Redding LLC
Pappas Laguna LP
Paramount JSM at Jenkintown LLC
Paramount Newco Realty LLC Upland
Paramount Plaza at Brick LLC
Park West Village Phase I LLC
Parkmall LLC
Parkway Crossing East Shopping Center LP
Partridge Equity Group I LLC
Patterson Place Durham LLC
Pavilions at Hartman Heritage LLC
Pearland RJR LLC
Pergament Mall of Staten Island LLC
Perrysburg Enterprise LLC
Petoskey Mall Associates LLC
PGS Burlington
Pinnacle North II LLC
Pioneer Hills SPE LLC
Pittsburgh Hilton Head Associates
Pivotal 650 California St. LLC
PL Dulles LLC
Pleasant Hill Crescent Drive Investors LLC
PMAT Waterside LLC
PMH Properties LLC
Pontiac Mall LP
Poughkeepsie Plaza Mall LLC
PP-Gaston Mall LLC
Premier Centre LLC
Premium Properties LLC

Prescott Gateway Mall Realty Holding LLC
Presidential Markets
Price/Baybrook Ltd.
PRLHC Annapolis Town Center Parole
162302
Promenade Delaware LLC
Promenade D'Iberville LLC, The
PRU/Desert Crossing II LLC
PTC TX Holdings LLC
PT-USRIF Meridian LLC
QCM Partners LLC
Quail Creek Crossing Ltd.
R&F Garden City LLC
R.E.D. Capital Management LLC
R.K. Associates VIII Inc.
R.K. Middletown LLC
RAF Jackson LLC
RAF Johnson City LLC
RAF Lake Charles LLC
Rainbow Arroyos Commons LLC
Rainier Colony Place Acquisitions LLC
Rainier Summit Woods Acquisitions LLC
Ramco-Gershenson Properties LP
Ramsey Interstate Center LLC
Ranch Town Center LLC
Rancho Dowlen LLC
Rancho Texarkana Investors LLC
Ravid Lake St. Louis II LLC
RCG-Sparks LLC
Realty Income Properties 27 LLC
Redfield Promenade LP
Redlands Joint Venture LLC
Regency Centers LP
Regent Shopping Center Inc.
Rehoboth Gateway LLC
Revesco (USA) Properties of Bozeman LP
Richards Clearview LLC
Ridge Park Square LLC
Ridgeport LP
River Park Properties II
Riverchase Crossings LLC
Riverdale Center North LLC
Riverview Plaza (E&A) LLC
Riviera Center Properties HITF
RK Coral Palm Plaza LLC
RK Hialeah LLC

RK Pembroke Pines LLC
RK Southington LLC
Rockaway Town Court LLC
Rockwall Crossing Ltd.
Rogers Retail LLC
ROIC California LLC
Rolling Hills Plaza LLC
Ronald Benderson 1995 Trust
Rosedale Commons LP
Rosemont 2019 LLC
Route 206 Northbound LLC
Roxville Associates
RPAI Butler Kinnelon LLC
RPAI King's Grant II LP
RPAI Lakewood LLC
RPAI San Antonio Huebner Oaks GP LLC
RPAI Southwest Management LLC
RPI Interests II Ltd.
RPT Realty LP
RPT Terra Nova Plaza LLC
RREEF America REIT II Corp. MM
Running Hill SP LLC
Ruscio Management LLC
Rushmore Crossing Associates LLC
RXR 620 Master Lessee LLC
S & E Realty Co. Inc.
Salmar Properties LLC
Sandusky Pavilion
Santa Fe Mall Property Owner LLC
Santa Rosa Town Center
SanTan MP LP
Santee Trolley Square 991 LP
Sanzari 89 Associates LP
Saul Holdings LP
Savi Ranch Group LLC
Sayville Plaza Development Co.
SBLO Barrett Pavilion LLC
SCA Tree 1 LLC
Schnitzer Stephanie LLC
Scottsdale Fiesta Retail Center LLC
SDC/Pacific/Youngman-Santa Ana
Seaview Acquisition LLC
Sebanc, Allan A.
Sebanc, Beverly M.
Section 14 Development Co.
SEP Augusta LLC
Seritage SRC Finance LLC
Serota Islip NC LLC
SF WH Property Owner LLC
Shadowwood Square Ltd.
Shelby Corners RE Holdings LLC
SHI Owner LLC
Shiloh Venture LLC
Shoppes at Hamilton Place CMBS LLC,
The
Shoppes at Wilton LLC, The
Shops at Summerlin South LP, The
Shops of Tupelo LLC, The
Shreve Center DE LLC
Shrewsbury Commons
Siegen Lane Properties LLC
Sigfeld Realty Marketplace LLC
Silvertown Inc.
Simon Property Group LP
Simsbury Commons LLC
SIPOC LLC
Sir Barton Place LLC
Site C LLC
Skyway Regional Shopping Center LLC
SLO Promenade DE LLC
SM Eastland Mall LLC
South Frisco Village SC LP
South Town Owner PR LLC
SOUTHAVEN TOWNE CENTER II LLC
Southgate Mall Montana II LLC
Southridge Plaza LLC
SP Bossier LLC
Sparkleberry Square
SPG Doral Retail Partners LLC
Spirit VC Victoria TX LLC
Spring Creek Improvements LLC
Spring Ridge LP
Springfield Plaza LLC
SREIT Palm Beach Lakes Blvd LLC
SRK Lady Lake 21 SPE LLC
SRL Crossings at Taylor LLC
St. Cloud Rainbow Village LLC
Star-West Chicago Ridge LLC
Stone Creek Retail LLC
Stop & Shop Supermarket Co. LLC, The
Stram Associates
Strip Delaware LLC, The

Studio City East 93K LLC
Sunbury Gardens Realty Co.
Sunmark Property LLC
Sunnybrook Partners LLC
Sunrise Mills (MLP) LP
Sunset & Vine Apartment
Sunset Hills Owner LLC
Super LLC
Surprise Marketplace Holdings LLC
SVAP II Creekwalk Village LLC
Sycamore Browns Valley LLC
Taft Corners Associates
Talisman Towson LP
Tamarack Village Shopping Center LP
Target Jefferson Boulevard LLC
TCSC LLC
Telegraph Marketplace Partners II LLC
TFP Limited Real Estate Development
THF Harrisonburg Crossings LLC
THF Shawnee Station LLC
THF/MRP Tiger Town LLC
Thoroughbred Village LLC
TJ Center LLC
TKG - Manchester Highlands Shopping Center LLC
TKG Biscayne LLC
TKG Coral North LLC
TKG Logan Town Centre LP
TKG Monroe Louisiana 2 LLC
TKG Mountain View Plaza LLC
TKG Paxton Towne Center Development LP
TKG Woodmen Commons LLC
TL Street Marketplace NE LLC
Totowa UE LLC
Tower Burlington LLC
Town & Country (CA) Station LP
Town Pointe Associates
TPC Stonewall Investors I LC
TPP 207 Brookhill LLC
TPP Bryant LLC
Trahwen LLC
TREA NW Forum at Carlsbad Owner LLC
Truss Realty Co.
TSO Winchester Station LP
Tucson Shopping Center LLC
Tyler Broadway/Centennial LP
UB Stamford LP
UE 675 Paterson Avenue LLC
UE 675 Route 1 LLC
UG2 Solon OH LP
UH US Lynncroft 2019 LLC
University Mall Realty LLC
University of Louisville Real Estate Foundation Inc.
Uptown Group LLC
Urstadt Biddle Properties Inc.
US 41 AND I-285 Co. LLC
US REIF Joliet SC Fee LLC
USPP Fischer Market Place LLC
UTC LP
V & V 224 Ltd.
V&V Stores Inc.
Valencia Marketplace I LLC
Valley and Plainfield Associates LP
Valley Hills Mall LLC
Valley Square I LP
VAM Ltd.
Vestar Best In The West Property LLC
VF Center Associates LP
Village Developers
W/S Brunswick Properties II LLC
W/S Hadley Properties II LLC
W-ADP Harvest Junction OP Owner VIII LLC
Waldorf Shopper's World
Wallace Real Estate Co.
Watchung Square Associates LLC
Water Tower Square Associates
Waterford Lakes Town Center LLC
WBP Central Associates LLC
WCK LC
Weatherford Dunhill LLC
Weingarten Nostat Inc.
Weingarten Realty Investors - Co. 001
West 64th Street LLC
Westgate Mall CMBS LLC
Westminster Crossing East LLC
Wethersfield Shopping Center LLC
WF Kingsbury Center LLC
White Goose LLC
Whitemak Associates

Whitemak Associates & PREIT
Whitestone Eldorado Plaza LLC
Widewaters Group Inc., The
Willowbrook Town Center LLC
Will-Ridge Associates LLC
Windsor Park Estates Silverdale LLC
WM Acquisition Delaware LLC
WM Associates LP
WMG Meadows LLC
Wood Stone Plano Partners LLC
Woolbright Wekiva LLC
WR Partners LLC
WRG Homestead LLC
WRI Mueller LLC
WRI/Raleigh LP
WRI-URS South Hill LLC
Wutsboro Associates LLC
ZP No. 171 LLC

SCHEDULE 1(m)

Lender Advisor

FTI Consulting Inc.
M3 Partners LP

SCHEDULE 1(n)

Letter of Credit Beneficiary

Agua Mansa Commerce Phase I
American Alternative Insurance (BBB)
American Alternative Insurance (CTS)
Arch Insurance Co.
BHF International Ltd.
Bissell International Trading
Breville USA Inc.
Chubb - Federal Insurance
CIT Group, The/Commercial Services
Dyson Canada Ltd.
Dyson Inc.
JB Hunt Transport Inc.
Mattel Inc.
Milberg Factors Inc.
Monahan Products LLC
National Cart LLC
Newell Brands Inc.
North American Corp. of Illinois
RXR 620 Master Lessee LLC
Safety National Casualty
Sentry Insurance
Travelers Casualty & Surety Co.
Trisura Insurance
United States Fidelity & Guaranty
Welspun USA Inc.
Whirlpool Corp.

SCHEDEULE 1(o)

Letter of Credit Provider

Bank of America NA
JPMorgan Chase Bank NA

SCHEDULE 1(p)

Litigation

Abram, Harwick Chya
AML IP LLC
Amos, Sadina
Anderson, Carol
APS&EE
Augenbaum, Todd
Bell, Ema
Blue Cross Blue Shield (Anthem)
Burt-Deasy, Kelly
CA 5-15 West 125th LLC
CAC Atlantic LLC
Cahill, Doreen
California, State of
Cohen, Judith
Council for Education & Research on
Toxics
Davaco Inc.
Davis, Chuck
Decatur Mall
Design Toscano
Emcor Facilities Services Inc.
Environmental Health Advocates
Floriey Industries
Fox River Commons
Frederick, Randall
Freeman, Alan
Gastelum, Fernando
Georgiou, Katerina
Giebe, Michael
Hayden, Shadi
Hess, Donald
Johnson, Jeffrey
Kelly, Whitney
Kingston, Donette
Lopez, Florencia
Mediant Communications Inc.
Munday, Janice
Newburgh Mall Ventures
Only Kids Apparel LLC
Padilla, Elizabeth
Patrick, Jeremy
Place Services
Raslavich, Anna
Reimer, Ruhi
Richmond, Simon Nicholas
Sawgrass
Schaumburg, Village of (IL)
Si, Pengcheng
Smith, Patricia
Spalding, James
SSS Village at West Oaks
Systems LLC
Team Worldwide Corp.
Topalli, Leutrim
Waite, Joshua
Williams & Frost Specialty Group
World Market of Texas LLC

SCHEDULE 1(q)

Office of the United States Trustee

Alfaro, Adela
Ardelean, Kirsten K.
Arendas, Francyne D.
Artis, Michael
Bielskie, Lauren
D'Auria, Peter J.
Fuentes, Neidy
Gerardi, David
Green, Tia
Hildebrandt, Martha
Kern, Joseph C.
Kropiewnicki, Daniel C.
McGee, Maggie
Nikolinos, Alexandria
Oppelt, Tina L.
Ortiz-Ng, Angeliza
Schneider, Robert J., Jr.
Shaarawy, Adam
Sponder, Jeffrey
Steele, Fran B.
Stives, James
Vara, Andrew
Ziemer, William J.

SCHEDULE 1(r)

Ordinary Course Professional

AnyBill
Avalara
Crowell & Morning LLP
Deloitte
Epstein Becker & Green PC
Faegre Drinker Biddle & Reath LLP
Greenspoon Marder LLP
Hill Ward & Henderson PA
Huth Reynolds LLP
Jackson Lewis PC
KPMG
Lerner David LLP
Lester Schwab Katz & Dwyer LLP
Mackay Law Inc.
McKool Smith
Morgan Lewis & Bockius LLP
Norton Rose Fulbright US LLP
Osler Hoskin & Harcourt LLP
Perkins Coie LLP
PricewaterhouseCoopers International Ltd.
Pryor Cashman
Riker, Danzig, Scherer, Hyland & Perretti LLP
Transaction Tax Resources Inc.
Vintage Law LLC

SCHEDULE 1(s)

Secured Lender

Bank of America NA
Bank of Montreal
Capital One NA
Goldman Sachs Bank USA
JPMorgan Chase Bank NA
MUFG Union Bank NA
PNC Bank NA
Sixth Street Lending Partners
Sixth Street Specialty Lending Inc.
TAO Talents LLC
TD Bank NA
Truist Bank
Webster Bank
Wells Fargo Bank NA

SCHEDULE 1(t)

Trade

Accenture LLP
Acosta Inc.
ActionLink Services LLC
Aden & Anais Inc.
Adobe Systems Inc.
Afa Protective Systems Inc.
Akamai Technologies Inc.
Apollo Retail Specialists LLC
Applied Predictive
Appriss Retail
Artsana USA Inc.
Assemble Partners
Atlas Sign Industries Inc.
Babybjorn Inc.
Bay Island LLC
Beachwaver Co., The
Berkshire Blanket & Home Co. Inc.
Blendjet Inc.
Blue Yonder Inc.
Breville USA Inc.
Bridgetree LLC
Britax Child Safety Inc.
Broadridge
Butterblu LLC
Caliber Americas LLC
Caraway Home Inc.
Carpenter Co.
Carrier Corp.
CCA & B LLC
Cella Inc.
Centric Software Inc.
Chain Store Maintenance Inc.
Cisco Systems Capital Corp.
CitrusAd International Inc.
Cleary Gottlieb Steen & Hamilton LLP
Comfort Revolution
Comm Works LLC
Commerce Technologies LLC
Commission Junction Inc.
Continental Web Press Inc.
Copper Pearl Inc.
Coway USA Inc.
Crossmark Inc.
Crystal of America
Cuisinart Inc.
Cybersource Corp.
Data Networks
Datapipe Inc.
Davaco Inc.
Deloitte Consulting LLP
Design Productions
Displaymax Inc.
DRM Waste Management Inc.
Dyson Canada Ltd.
Dyson Inc.
E. Mishan & Sons Inc.
Euro-Line Appliances Inc./CA/VDC
Evenflo Co. Inc.
Everyday Health Inc.
Exploramed NC7 Inc.
F 3 Metalworx Inc.
Facebook Inc.
Federal Heath Sign Co. LLC
Federated Service Solutions
First Data Corp. Integrated Pay
Fisher Price Baby Gear
Fisher Price Toys
Flexprint LLC
Fridababy LLC
Funder America Inc.
GFA Inc.
Gibson Overseas Inc.
Ginsey Industries Inc.
Gotham Technology Group LLC
Granite Telecommunications LLC
Hallmart Collectibles Inc.
Halo Innovations Inc.
Halo Innovations Inc./VDC
Hilco Merchant Resources LLC
Himatsingka America Inc.
Holt Construction Corp.
Homedics USA LLC
Hudson's Holiday Helpers
IBM Corp. TR4

IDX LLC	NCR Corp.
Inside Edge Commercial Interior Services	Newell Brands Canada ULC/CA/VDC
LLC	Noritake/VDC
Intelligrated Systems LLC	North American Corp.
Intersoft Data Labs Inc.	NTT America Inc.
Iron Mountain Records Management	OMI Industries Inc.
Services	One Network Enterprises Inc.
Itential Inc.	Oracle America Inc.
JB Hunt Transport Inc.	Pem America Inc.
Jonathan Y Designs Inc.	Philips Consumer Lifestyle BV
KAZ USA Inc. PUR	Ping Identity Corp.
KDM POP Solutions Group	Pinterest Inc.
Keeco LLC / Poly-Filled Bed Pillow	Place Services Inc.
Kepler Group LLC	Premier Workforce Inc.
Keurig Green Mountain Inc.	PRGX USA Inc.
KitchenAid Portable Appliances	Pros Choice Beauty Care Inc.
Knot Worldwide Inc., The	Quantum Metric Inc.
Kone Inc.	Rackspace Hosting Inc.
KPMG LLP	Redwood Supply Chain Solutions
KPRS Construction Services Inc.	Resource Plus of North Florida Inc.
Kreber Inc.	ReStore Capital LLC
Krups Rowenta Inc.	Richards Homewares Inc.
Lennox National Account Services Inc.	Riskified Inc.
Levtex LLC	RR Donnelley & Sons Co.
Lifetime Brands Inc.	Ryder Integrated Logistics Inc.
Logixal Inc.	Safavieh Inc.
M Booth & Associates LLC	Sailpoint Technologies Inc.
Madix Inc.	Salesforce.Com Inc.
Manhattan Associates Inc.	Sama Plastics Corp.
Marlite Inc.	SAS Institute Inc.
MCG Architecture	SBC Advertising Ltd.
Merchsource LLC	Schneider Logistics Inc.
Merkle Inc.	SF Home Decor LLC
Metro One Loss Prevention Services Group	Sharkninja Operating LLC
Inc.	Simply Mommy LLC/Snuggle Me
Microsoft Online Inc.	Skip Hop Inc.
Million Dollar Baby/VDC	Spin Master Inc.
Mirakl Inc.	St. George Distribution Corp.
Mle Development Ltd.	Storflex Fixture Corp.
Mobile Mini Texas Ltd.	Studio Mococo LLC
Modern Space Pacific Services	Sumologic Inc.
Morning Consult LLC, The	Sun Industrial Inc.
My Move LLC	Sunbeam Products Inc./Calphalon
Narrativ Co. Inc., The	Swiftwin Solutions Inc.
National Tree Co.	Tata Consultancy Services Ltd.
Navco Security Systems	Tealium Inc.

Technibilt Ltd.
Tempur-Pedic North America LLC
Teradata Corp. Inc.
Testrite Products Corp.
Tineco Intelligent Inc.
Tms Construction Inc.
Toshiba GCS
Tyco Integrated Security LLC
Udisense Inc./Nanit
United Rentals Inc.
US Maintenance
VeriFone Inc.
Verizon Business Network Services Inc.
Verizon Wireless Services LLC
Vornado Air LLC
Walker Edison Furniture Co. LLC
Wamsutta
Werner National LLC
Wesco Services LLC
William Carter Co.
Williams & Frost Specialty Group
Wilton Industries Inc.
World Distribution Services
Wunderkind Corp.
Yard NYC
Zadro Inc.
Zemoga Inc.
Zipline LLC

SCHEDULE 1(u)

UCC Lien

American Greetings Corp.
Dimension Data North America Inc.
Hallmark Marketing Co. LLC
JPMorgan Chase Bank NA
Papyrus-Recycled Greetings Inc.
Somerset Capital Group Ltd.
Voxx Accessories Corp.

SCHEDULE 1(v)

Unsecured Noteholder

1832 Asset Management LP
AllianceBernstein LP (US)
Alta Capital Management LLC
Altrius Capital Management Inc.
Ameritas Life Insurance Corp. of New York
APG Asset Management US Inc.
AQS Asset Management LLC
Aristotle Capital Management LLC
Asset Allocation & Management Co. LLC
Aviary Capital Enterprises Inc.
Banco de Sabadell SA
Bank of America Merrill Lynch Proprietary Trading
Barclays Capital Inc.
Bivium Capital Partners LLC
BlackRock Advisors LLC
Blackstone Liquid Credit Strategies LLC
BlueCrest Capital Management (U.K.) LLP
BNP Paribas Asset Management France
BNP Paribas Securities Corp.
BondBloxx Investment Management Corp.
BVK- Beamtenversicherungskasse des Kantons Zurich
Cable Car Capital LLC
California Public Employees Retirement System
Canal Insurance Co.
CapitalatWork Foyer Group SA
Carillon Tower Advisers Inc.
CastleKnight Management LP
Catholic Family Fraternal of Texas
Chartwell Investment Partners LLC
Chicago Capital LLC
CIGNA Investments Inc.
Citigroup Global Markets Inc.
Croatian Fraternal Union of America
CTC Alternative Strategies Ltd.
DBX Advisors LLC
Deutsche Bank Securities Inc.
Diamond Insurance Group Ltd.
FBL Investment Management Services Inc.
Fidelity Management & Research Co. LLC
Finlabo SIM SpA
Flow Traders U.S. LLC
Foxhill Capital Partners LLC
Franklin Advisers Inc.
GIA Partners LLC
Goldman Sachs Asset Management LP (US)
GSO Capital Partners LP
Healthcare of Ontario Pension Plan
Highbridge Capital Management LLC
Hotchkis & Wiley Capital Management LLC
HSBC Bank PLC
International City Management Association Retirement Corp.
Invesco Advisers Inc.
Invesco Capital Management LLC
JPMorgan Investment Management Inc.
JPMorgan Securities LLC
KSKJ Life American Slovenian Catholic Union
Lawson Kroeker Investment Management Inc.
LM Capital Group LLC
Lombard Odier Asset Management Europe Ltd.
MacKay Shields LLC
Manhattan Life Insurance
Manning & Napier Advisors LLC
Marathon Asset Management Ltd.
Mellon Investments Corp.
Millennium Advisors LLC
Miller Value Partners LLC
Mirabaud Asset Management Ltd.
Mont Blanc Capital Management AG
Morgan Stanley & Co. LLC
Murchinson LP
Muzinich & Co. Inc.
Napier Park Global Capital (US) LP
New Jersey, State of, Division of Investment
New York, City of (NY), Comptroller's Office
Northern Trust Global Investments Ltd.

Northwestern Mutual Investment
Management Co. LLC
Nykredit Bank AS
Oppenheimer Asset Management Inc.
Pension Reserves Investment Management
Board
PFA Asset Management AS
PGIM Inc.
Pharus Management SA
PNC Bank NA
Russell Investment Management LLC
Safeway Insurance Group
Safra Securities LLC
Seix Investment Advisors LLC
Selected Funeral & Life Insurance Co.
SG Americas Securities LLC
Shlomo Holdings Ltd.
SMH Capital Advisors LLC
Squarepoint OPS LLC
State Street Global Advisors
SumRidge Partners LLC
Tennessee Farmers Mutual Insurance Co.
TOBAM
UBS Securities LLC
USA Life One Insurance Co. of Indiana
Van Eck Associates Corp.
Verition Fund Management LLC
Virtus Investment Advisers Inc.
Western Asset Management Co. LLC
Zest SA

SCHEDULE 1(w)

Utility Provider

Aberdeen, Town of (NC)
Abilene, City of (TX)
AES Indiana
AES Ohio
Aiken, City of (SC)
Alabama Power Co.
Albuquerque Bernalillo County
Alderwood Water & Wastewater District
Alectra Utilities
Alectra Utilities Corp.
Alexandria, City of (LA)
Alliant Energy IPL
Alliant Energy WP&L
Alliant Energy WPL
Altamonte Springs, City of (FL)
Altoona Water Authority
Ameren Illinois
Ameren Missouri
American Electric Power
American Water & Energy Savers
American Water Works Co. Inc.
Ammon, City of (ID)
Ann Arbor, City of (MI), Water Utilities
Antioch, City of
Appalachian Power
Apple Valley, City of (MN)
APS
Aqua Illinois Inc.
Aqua Indiana
Aqua New Jersey
Aqua Ohio Inc.
Aqua Pennsylvania
Aquarion Water Co. of CT
Arkansas Oklahoma Gas Corp.
Arnold Line Water
Asheville, City of (NC)
Ashwaubenon Water & Sewer Utilities
ATCO Energy
Atlanta, City of (GA)
Atlantic City Electric
Atmos Energy
Auburn Water District
Auburn, City of
Auburn, Town of
Augusta Utilities Department
Aurora Water
Austin, City of (TX)
Autoridad de Acueductos y Alcantarillados
(Central)
Avista
Avondale, City of (AZ)
AW Billing Services LLC
Bakersfield, City of (CA)
Baldwin EMC
Bangor Natural Gas
Bangor Water District
Baton Rouge Water Co.
BC Hydro
BCWSA
Beaches Energy Services
Beaufort Jasper
Beaumont, City of
Beaverton, City of
Bel Air, Town of (MD)
Belleville, City of (Ontario)
Bellingham, City of (WA)
Bend, City of (OR), Utilities
Benton PUD
Berkshire Gas Co.
Beverly Hills Water Department
BGE
Billings, City of (MT)
Bismark, City of (ND), Water Department
Black Hills Energy
Boca Raton, City of (FL)
Boise City Utility Billing
Bossier City Utilities Department
Bowling Green Muni Utilities
Boynton Beach, City of (FL)
Bozeman, City of (MT)
Bradley, Village of (IL)
Braintree Electric Light Department
Braintree Water & Sewer Department
Brantford Power Inc.

Brantford, City of (Ontario)
Brazoria County Mud #6
Brick Township MUA
Brighton, City of
BrightRidge
Bristol Tennessee Essential Service
Bristol, City of (TN), Finance Department
Brixmor Holdings 11 SPE LLC
Brodhead Creek Regional Authority
Brookfield, City of (WI), Utilities
Broward County Water & Wastewater Services
Brunswick Glynn County Joint
Buena Park, City of (CA)
Buford, City of (GA)
Burlington, City of (NC)
Burlington, Town of
Butler County Water & Sewer Department
Butler, Borough of (NJ)
California Water Service
California Water Service Co.
Cambridge, Corporation of the City of (Ontario)
Canton Township Water Department
Cape Coral, City of (FL)
Cape Fear Public Utility Authority
Capital Electric Cooperative Inc.
Carbondale Water & Sewer
Carle Place Water District
Carroll Electric Cooperative Corp.
Cary, Town of (NC)
Cascade Natural Gas
Caseyville Township Sewer
Cass County Electric Cooperative
Cedar Rapids Municipal Utility
Centerpoint Energy
Central Arkansas Water
Central Hudson Gas & Electric Corp.
Central Maine Power
Chandler, City of (AZ)
Charles County Government
Charleston Water System
Charlotte, County of (FL), Utilities
Charlottesville, City of (VA)
Charter Township of Chesterfield
Charter Township of Meridian
Chattanooga Gas
Chattanooga, City of (TN)
Chesterfield, County of (VA)
Chicago Ridge, Village of (IL)
Christiansburg, Town of (VA)
Chugach Electric Association
Citizens Energy Group
Citizens Westfield Utilities
City Utilities
City Water, Light & Power
Clackamas River Water
Claremont, City of (NC)
Clark County Water Reclamation District
Clark Public Utilities
Clarksville Department of Electricity
Clarksville Gas & Water
Clarksville Wastewater Treatment Department
Clearwater, City of
Cleco Power LLC
Cleveland, City of (OH), Division of Water
Coachella Valley Water District
Coast EPA
Cocoa, City of (FL)
Coeur d'Alene, City of (ID)
Cole MT San Marcos TX LLC
College Station Utilities
Collier County Utilities
Colonie, Village of (NY), Water District
Colorado Springs Utilities
Columbia Gas of Kentucky
Columbia Gas of Maryland
Columbia Gas of Ohio
Columbia Gas of Pennsylvania
Columbia Gas of Virginia
Columbia, City of (MO)
Columbus Water Works
ComED
Con Edison
Concord, City of (NH)
Connecticut Natural Gas Corp.
Connecticut Water Co., The
Conroe, City of (TX)
Conservice
Consolidated Edison Co. of NY
Consolidated Utility District

Consolidated Waterworks Dist 1
Consumers Energy
Contra Costa Water District
Coral Springs Improvement District
Coralville, City of (IA)
Core Electric Cooperative
Corpus Christi, City of (TX)
Cortlandt, Town of (NY)
Coserv
Cowlitz PUD
CPS Energy
Crystal Lake, City of (IL)
Cuivre River Electric Cooperative
Dakota Electric Association
Dallas, City of (TX)
Daly City, City of (CA)
Danvers, Town of (MA)
Danvers, Town of (MA), Water & Sewer
Daphne Utilities
Dartmouth, Town of (MA)
Davenport, City of
Dayton Power & Light Co.
Daytona Beach, City of (FL)
Dedham Westwood Water District
Delmarva Power
Delray Beach, City of (FL)
Delta, Charter Township of (MI)
Denton, City of (TX)
Denver Water
Destin Water Users Inc.
Diberville, City of (MS)
Dillon, Town of (CO)
Direct Energy Business LLC
Direct Energy Regulated Services
Dixie Electric Cooperative Inc.
Dominion Energy Inc.
Dominion Energy Ohio Inc.
Dominion Energy South Carolina Inc.
Dominion Energy Virginia Inc.
Dothan Utilities
Dothan, City of (AL)
Downers Grove Sanitary District (IL)
Downers Grove, Village of (IL)
Downey, City of (CA)
DTE Energy Co.
Dublin San Ramon Services District
Dubuque, City of (IA)
Duke Energy Corp.
Duke Energy Corp., Payment Processing
DuPage County Public Works
Duquesne Light Co.
Durham, City of (NC)
East Brunswick Township Water Sewer
East Hanover, Town of (NJ)
East Lampeter, Township of (PA)
Easton Suburban Water Authority (PA)
Eastward Energy Inc.
Edmond, City of (OK)
El Paso Electric
El Paso Water Utilities Inc.
Electric City Utilities
Elexicon Energy
Elizabethtown Gas Co.
Elizabethtown, City of (KY), Utilities
Elmsford, Village of (NY)
Enbridge
Enbridge Gas Distribution Inc.
Enbridge Gas Inc.
Energie NB Power
Energy West Montana Inc.
Energy+ Inc.
Engie Resources LLC
ENMAX
Enstar Group Ltd.
Entergy Corp.
Entergy Texas Inc.
EPB Ltd.
EPCOR Electricity Distribution Inc.
EPCOR Inc.
Erie, County of (OH), Sewer & Water
Eugene Water & Electric Board
Euless, City of (TX)
Eureka, City of (CA)
Evergy Inc.
Eversource Energy
Fairclough Propane
Fairfax Water
Fargo, City of (ND)
Fayetteville Public Works Commission
Federal Realty Investment Trust
First Real Estate Investment Trust
Flathead Electric Cooperative Inc.

Flint Electric Membership Corp.
Florence Utilities Dept.
Florence, City of
Florida City Gas
Florida Power & Light Co.
Florida Power & Light Northwest FL
Florida Public Utilities Co. Inc.
Flower Mound, Town of (TX)
Flowood, City of (MS)
Fort Bend Co. Water Control &
Improvement District #2
Fort Collins Utilities
Fort Lauderdale, City of (FL)
Fort Wayne, City of (IN), Water Utilities
Fort Worth, City of (TX), Water Department
FortisBC Electricity
FortisBC Natural Gas
Foxborough, Town of (MA)
Frankfort, Village of (NY)
Franklin, City of (IN), Board of Public
Works
Frederick, County of (MD)
Fredericksburg, City of
Fredericton, City of (New Brunswick)
Fresno, City of (CA)
Frisco, City of (TX)
Fruitland Mutual Water Co.
Fruitport, Charter Township of (MI)
Gainesville Regional Utilities
Gainesville, City of
Gas Co., The
Gastonia, City of (NC)
Geneva, City of
Georgia Natural Gas Co.
Georgia Power Co.
Gilbert, Town of (AZ)
Glendale, City of (CA)
Glendora, City of (CA)
Glenwood Springs, City of (CO)
Golden State Water Co.
Gordons Corner Water Co.
Government Services Union
Grand Chute Utilities
Grand Island, City of (NE), Utilities
Grand Traverse, County of (MI), Dept. of
Public Works
Greater Peoria Sanitary District
Green Mountain Power Corp.
Greenlawn Water District
Greensboro, City of (NC)
Greenville Utilities Commission
Greenville Water
Greenwood Sanitation Dept.
GRI-EQY Presidential Markets LLC
Gulf Power Co.
Gulf Shores, City of (AL)
Gurnee, Village of (IL)
Hadley, Town of
Hamilton, Township of (NJ)
Hardin, County of (KY), Water District #2
Harker Heights, City of (TX)
Harpeth Valley Utilities District
Harrisonburg Electric Commission
Harrisonburg, City of (VA)
Hattiesburg, City of (MS)
Hawaiian Electric Co.
Helena, City of (MT)
Hempstead, Town of (NY), Department of
Water
Henrico, County of (VA), Utility
Hernando, County of (FL), Utilities
Department
Hialeah, City of (FL)
Hickory, City of (NC)
Hill Management Services Inc.
Hillsborough, County of (FL), Board of
County Commissioners
Hingham Municipal Lighting Plant
Hixson Utility District
Holland Board of Public Works
Holland Charter, Township of (MI)
Honolulu, City & County of (HI)
Hope Gas
Hot Springs, City of (AK), Municipal
Utilities
Houston, City of (TX)
Howard, County of
HRSD
Huber Heights, City of (OH)
Humble, City of (TX)
Hummels Wharf Municipal Authority
Huntsville, City of (AL), Utilities

Hurst, City of (TX), Utility Billing
Hyannis Water System
Hydro One Networks Inc.
Hydro Ottawa
Idaho Power
Illuminating Co., The
Imperial Irrigation District
Independence, City of (MO)
Indian River, County of (FL), Utilities
Indiana American Water Co Inc.
Indianapolis Water Co.
Intermountain Gas Co.
Iowa American Water
Irving Energy
Issaquah, City of (WA)
Ithaca, City of (NY)
IVT Parke Cedar Park LLC
Jackson County Water & Sewerage Authority
Jackson EMC
Jackson Energy Authority
Jackson, City of
Jacksonville, City of (FL)
JCP&L
JEA
Jersey Central Power & Light
JLP Cranberry Equity LLC
Johnson City Utility System
Johnson, County of (KS), Wastewater
Johnson, County of (KS), Water District 1
Joliet, City of (IL)
Joplin, City of (MO)
Jordan Tax Service Inc.
Jupiter Town of (FL)
Kalispell, City of (MT)
Kamloops, City of (British Columbia)
Kansas Gas Service
KCP&L
Keizer, City of (OR)
Kennewick, City of (WA)
Kentucky American Water
Kissimmee Utility Authority
Kitchener Wilmot Hydro Inc.
Kitchener, Corporation of the City of (Ontario)
Kitsap, County of (WA), Public Works
Knoxville Utilities Board
La Habra, City of (CA)
La Plata Electric Association Inc.
Lady Lake, Town of (FL)
Lafayette, City of
Lake Apopka Natural Gas District
Lake Charles, City of (LA)
Lake Worth, City of
Lake, County of (OH), Department of Utilities
Lake, County of (OH), Department Public Works
Lakeland, City of (FL)
Lakewood, City of
Lakewood, City of (FL), Water District
Lansing Board of Water & Light
Las Cruces, City of (NM)
Lawton, City of (OK), Utility Services
LCEC
Lee, County of (FL), Utilities
Lenoir City Utilities Board
Leominster, City of (MA)
Lethbridge, City of (Alberta)
Lewisville, City of (TX)
Lexington Fayette Urban County Government
LG&E & KU Energy LLC
Liberty Utilites
Liberty Utilities
Liberty Utilities Co.
Liberty Utilities Georgia
Liberty Utilities New Hampshire
Liberty Utilities New York
Lincoln Electric System
Livingston, Town of (NJ)
Logan, Township of
London Hydro
Longmont, City of (CO)
Longview, City of (WA)
Los Angeles, City of (CA), Department of Water & Power
Los Angeles, County of (CA)
Loudoun Water
Louisville Gas & Electric
Louisville Water Co.
Loveland, City of (CO)

Lubbock, City of (TX)
Luma Energy
LUS
Lynchburg, City of (VA), Utility Billing
Lynnwood, City of (WA)
Madison Gas & Electric
Madison Suburban Utility District
Maine Natural Gas
Manatee County Utilities Department
Manchester, Town of
Mandeville, City of (LA)
Manhattan, City of (KS)
Manitoba Hydro
Mansfield, City of (TX)
Maple Grove, City of (MN)
Marietta Power Water
Marin Municipal Water District
Marina Coast Water District
Maritime Electric
Martin County Utilities
Maryland American Water
McKinney, City of (TX)
Medicine Hat, City of (Alberta)
Memphis Light Gas & Water Division
Mequon, City of (WI)
Merchantville Pennsauken Water
Meridian, City of
Mesa, City of (AZ)
Mesquite, City of (TX)
Metro Water Services
Metropolitan Domestic Water Improvement
District (AZ)
Metropolitan St. Louis Sewer District
Metropolitan Utilities District
Miami Dade Water Sewer Department
Mid Carolina Electric Cooperative
Midamerican Energy Co.
Midamerican Energy Services
Middle Tennessee Electric
Middlesex Water Co.
Midland, City of (MI), Water Department
Milford Sewer Department
Milford Water Department
Mineola, Village of (NY)
Minnesota Energy Resources
Mishawaka Utilities
Missoula, City of (MT)
Missouri American Water
Modesto Irrigation District
Monarch Utilities
Monongahela Power
Monroe County Water Authority
Monroe, City of
Monroeville Municipal Authority
Monrovia, City of (CA)
Montana Dakota Utilities Co.
Montgomery Water Wrks & Sewer
Moore, City of (OK)
Morehead City, Town of (NC)
Morgantown Utility Board
Moscow, City of (ID)
Moulton Niguel Water
Mount Laurel MUA
Mount Pleasant Waterworks
MTMSA
Municipality of Bethel Park
Myrtle Beach, City of (FL)
Naperville, City of (IL)
Nashua Waste Water System
Nashville Electric Service
National Exemption Service
National Fuel Gas Co.
National Grid
NB Power
New Jersey American Water
New London, City of
New Mexico Gas Co.
New York City, City of (NY), Water Board
New York State Electric & Gas Corp.
Newburgh, Town of (NY)
Newmarket Tay Power Distribution Ltd.
Newport News Waterworks
Newport, City of
Newtown Artesian Water Co.
Nicor Gas
Nipsco
NJ Natural Gas Co.
Noblesville, City of (IN), Utilities
Normal, Town of (IL)
Norman, City of (OK)
North Attleborough Electric Department
North Attleborough, Town of (MA)

North Brunswick, Township of (NJ)
North Little Rock Electric
North Shore Gas
North Springs Improvement District
North Wales Water Authority
Northeast Ohio Region Sewer District
Northglenn, City of (CO)
Northville Township Water Department
Northwestern Energy
Northwestern Water & Sewer District
Nova Scotia Power Inc.
Novec
Novi, City of (MI)
NV Energy
NW Natural
Oakville Hydro
Ocala, City of (FL)
Oceanside, City of (CA)
Oconee County Water Resources
O'Fallon, City of (MO)
OGE
Ohio Edison
Okaloosa Gas District
Oklahoma Electric Cooperative Inc.
Oklahoma Natural Gas
Oklahoma, City of (OK)
Olivenhain Municipal Water District
Olympia, City of (WA)
Omaha Public Power District
Opelika Power Services
Opelika Utilities
Orange & Rockland
Orange County Water Resource
Commission
Orange, City of (FL), Utilities
Orem, City of (UT)
Orlando Utilities Commission
Osage Beach, City of (MO)
Ottawa, City of (Ontario)
Pacific Gas & Electric Co.
Pacific Power
Padre Dam Municipal Water District
Paducah Power System
Paducah Water
Palm Beach, County of (FL), Water Utility
Department
Palmetto Electric Cooperative
Palmetto Utilities Inc.
Paramount Newco Realty LLC
Paramus, Borough of (NJ)
Pasadena Water & Power
Pasadena, City of (CA), Water Department
Passaic Valley Water Commission
Pearl River Valley EPA
Peco Energy
Peco Payment Processing
Pedernales Electric Cooperative Inc.
Peel, Regional Municipality of (Ontario)
Pembroke Pines, City of (FL)
Penn Power
Pennichuck Water
Pennsylvania American Water
Pennsylvania Electric Co.
Peoples
Peoples Gas
Peoria, City of (IL)
Pepco
Perrysburg, City of (OH)
Petoskey, City of (MI)
PG&E
PGE
Pharr, City of (TX)
Phoenix, City of (AZ)
Piedmont Natural Gas
Pierce, County of (WA), Sewer
Pinellas, County of (FL), Utilities
Pittsfield, City of (MA)
Plano, City of (TX)
Plattsburgh, Town of (NY), Water & Sewer
Plymouth, Town of (MA)
PNM Resources Inc.
Port Arthur, City of (TX)
Portage, City of (IN)
Portland General Electric Co.
Portsmouth, City of (VA)
Potomac Edison Co., The
PowerStream Energy Services
PP&L Inc.
PPL Electric Utilities Corp.
PPL Utilities
Prince William County Service Authority
Inc.

Promenade Delaware LLC
PSE&G Co.
PSEG Long Island LLC
PSNC Energy
Public Service Co. of North Carolina
Public Service Co. Of Oklahoma
Public Utility District 1 Skagit Co.
Pueblo Board of Waterworks
Puget Sound Energy Inc.
Puyallup, City of (WA)
Queen Creek, Town of (AZ)
Quincy, City of (IL)
Raleigh, City of (NC)
Ramsey Board of Public Works
Rancho California Water District (CA)
Rapid City, City of (SD), Utility Billing Office
Raynham Center Water District
Realpage Utility Management Inc.
Red Deer, City of (Alberta)
Redding, City of (CA)
Redlands, City of (CA)
Redwood City, City of (CA)
Regina, City of (Saskatchewan)
Rehoboth Beach, City of (DE)
Reno, City of (NV), Utilities Department
Rhode Island Energy
Rib Mountain Sanitary District
Richmond, City of (VA)
Riverside Public Utilities
Riviera Utilities
Roanoke Gas Co.
Rochester Gas & Electric Corp.
Rochester Hills, City of (MI), Water & Sewer
Rochester Public Utilities
Rockaway Township Municipal Utility
Rockland Electric Co.
Rockwall, City of (TX)
Rocky Mountain Power Inc.
Rosemont Commons Delaware LLC
Roseville, City of (CA)
Roseville, City of (CA), Water Department
Round Rock, City of (TX)
Rutland, City of (VT)
Sacramento Municipal Utilities District
Sacramento Municipal Utility District
Sacramento, County of (CA), Utilities
Saginaw Charter Township Water Department
Salem, Town of (NH)
Salt Lake City, City of (UT), Public Utilities
San Antonio Water System
San Diego Gas & Electric Co.
San Dieguito Water District
San Luis Obispo, City of (CA)
San Marcos, City of (TX)
Sandpiper Energy Inc.
Sandy, City of (UT)
Santa Clara, City of (CA)
Santa Cruz, City of (CA), Municipal Utilities
Santa Fe, City of (NM)
Santa Margarita Water District
Santa Rosa, City of (CA)
Santee Cooper
Sarasota, County of (FL), Public Utilities
Saskatoon, City of (Saskatchewan)
SaskEnergy
SaskPower
Savannah, City of (GA)
Sawnee Electric Membership Foundation Inc.
SCE&G
Schaumburg, Village of (IL)
Schererville, Town of (IN)
Seacoast Utility Authority
Seal Beach, City of (CA)
Seattle, City of (WA)
Sebring, City of (FL)
SECO Energy Corp.
Selma, City of (CA)
SEMCO ENERGY Gas Co.
Shenandoah Valley Electric Cooperative Inc.
Sherman, City of (TX)
Shreveport, City of (LA)
Silverdale Water District
Sioux City (IA)
Sioux Falls Utilities
Skokie, Village of (IL)
Snohomish County Public Utility District

Socalgas
Somerville, City of (MA)
South Carolina Electric & Gas
South Jersey Gas Co.
Southaven, City of (MS)
Southeast Gas
Southern California Edison Co.
Southern California Gas Co.
Southern Connecticut Gas Co., The
Southern Maryland Electric Cooperative Inc.
Southington, Town of (CT)
Southington, Town of (CT), Water Department, Board of Water Commissioners
Southlake, City of (TX), Water Utilities
Southwest Gas Holdings Inc.
Southwestern Electric Power Co.
Sparks, City of (NV)
Spartanburg Water System
Spire Inc.
Spotsylvania, County of (VA), Treasurer
Spring, Town of (PA)
Springfield, City of (MO), Utilities
SRLLC SG Fort Collins LLC
SRP
St. Johns, County of (FL), Utility Department
St. Mary's County Metropolitan Commission
St. Petersburg, City of (FL)
Standard Waste Services
Stark, County of (OH), Metropolitan Sewer District
Sterling Heights, City of (MI), Water
Strathcona, County of (Alberta)
Suffolk County Water Authority Inc.
Summit Natural Gas of Missouri Inc.
Summit Township Sewer Authority
Summit Township Water Authority
Summit Utilities Arkansas Inc.
Summit Utilities Oklahoma Inc.
Sunrise, City of (FL)
Superior Propane
Surprise, City of (AZ)
Tacoma, City of (WA)
Tacoma, City of (WA), City Treasurer
Tallahassee, City of (FL)
Tampa Electric Co.
Taunton Municipal Lighting Plant
Taylor, City of (MI), Water Department
TECO Energy Inc.
Teco Peoples Gas
Temple, City of (TX)
TEMUA
Tennessee American Water Co.
Terrebonne Parish Consolidated Government
Texarkana Water Utilities
Texas Gas Service Co. Inc.
Think Utility Services Inc.
Thornton, City of (CO)
Thoroughbred Village
Tigard, City of (OR)
Toho Water Authority
Toledo Edison Co., The
Toledo, City of (OH), Department of Public Utilities
Tombigbee Electric Power Association
TOMSA
Topeka, City Of (KS)
Toronto Hydro Electric System Ltd.
Torranc, City of (CA), Utilities
Totowa, Borough of (NJ)
Tri-county Electric Cooperative Inc.
Troy, City of (MI), Water
Truckee Meadows Water Authority
Tucson Electric Power Co.
Tucson, City of (AZ), Utility Lockbox
Tukwila, City of (WA)
Tulsa, City of (OK), Utilities
Tupelo, City of (MS), Water & Light
Tuscaloosa, City of (AL), Water Sewer
Twin Falls, City of (ID)
TXU Electric Co. Inc.
Tyler, City of (TX)
UGI Central Penn Gas Inc.
UGI South
UGI Utilities Inc.
United Illuminating Co., The
United Power Inc.
United Water Delaware Inc.

Unitil Corp.
UNS Gas Inc.
Upland, City Of (CA)
Urstadt Biddle Properties Inc.
Utilities Kingston
Valdosta, City of (CA)
Vallejo, City of (CA)
Valparaiso City Utilities
Vancouver, City of (WA), Utilities
Veolia Water Delaware
Veolia Water Idaho
Veolia Water New Jersey
Veolia Water New York
Veolia Water Pennsylvania
Versant Power
VGS
Victor, Town of (NY), Sewer District
Victoria, City of (TX), Utility Billing Office
Virginia Natural Gas Inc.
Visalia, City of (CA)
Waco, City of (TC), Water Office
Walker, City of (MI)
Walla Walla, City of (WA)
Walton Electric Membership Corp., The
Ward 2 Water District
Warner Robins, City of (GA), City Hall
Washington Gas Light Co.
Washington, City of (UT)
Water Tower Square Associates
Wayne, Township of
We Energies
Weatherford, City Of (Tx)
Webster, City of (TX)
Weir River Water System
West Des Moines Water Works
West Harris, County of (TX), Mud 5
West Melbourne, City of (FL), City Hall
West Penn Power Co.
Western Allegheny, County of (PA),
Municipal Authority
Western Virginia Water Authority
Westland, City of (MI), Water Billing
Westminster, City of (CA)
White Lake, Township of (MI), Water
Department
Wichita Falls, City of (TX)
Wichita, City of (KS)
Wildwood, City of (FL), Water Utility
Williston, Town of (VT)
Willowbrook, Village of (IL)
Wilmette, Village of (IL)
Wilson, City of (NC)
Wilton, Town of (NY)
Winnipeg, City of (Manitoba)
Winston-Salem, City of (NC)
Winter Garden, City of (FL)
Wisconsin Public Service Corp.
Withlacoochee River Electric Cooperative
Inc.
Woodbury, City of (MN)
Woodlands Water Mud# Metro
Wright Hennepin Cooperative Electric
Association
WSSC Water
Xcel Energy Inc.
Yorba Linda Water District